



City of Clarksville Clarksville Gas & Water Board

January 5, 2026 at 4:30 PM
Clarksville Gas & Water
2215 Madison Street
Small Conference Room

Please silence all cell phones.

AGENDA

1. **Public Comments**
2. **Call to Order**
3. **Announce Members in Attendance (verify quorum)**
4. **Swearing in of Commissioners**
5. **Election of Chair**
6. **Election of Vice-chair**
7. **Designation of Secretary**
8. **Designation of Treasurer**
9. **Resolution 38-2025-26**
 - A. A RESOLUTION APPROVING THE APPOINTMENT OF THE GENERAL MANAGER OF THE CLARKSVILLE GAS AND WATER DEPARTMENT (Board & City Council Action Required)
10. **Designation of General Manager's Salary**
11. **Department Reports**
 - A. A. Purchasing-Camille Thomas
 - i. Bid Summary, Professional Services, Sale of Surplus Property (Attached)
 - B. Financial- Dawn Thomack
 - C. Department Update - Mark Riggins
12. **Adoption of CGW Policies Concerning Customer Service, Water & Sewer Service to Subdivisions, & Sewage Disposal**
13. **Adoption of Cross Connection Control Policy**

14. Resolution 39-2025-26

- A. A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND THE PENNYRILE REGIONAL ENERGY AGENCY
(Board & City Council Action Required)

15. Adjournment

RESOLUTION 38-2025-26

A RESOLUTION APPROVING THE APPOINTMENT OF THE GENERAL MANAGER OF
THE CLARKSVILLE GAS AND WATER DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

That the Clarksville City Council hereby approves the appointment of Mark A. Riggins as the General Manager of the Clarksville Gas and Water Department, effective immediately, in compliance with Ordinance 25-2025-26.

ADOPTED:

Employee Master File Inquiry [CGW LIVE DB]

MR



Employee Master File Inquiry [CGW LIVE DB]

Employee	Last Name	First Name	MI
3002	RIGGINS	MARK	
Preferred Name			

Main Dates Address **Base Pay** Emp Group User Defined Ben

Pay Type	100	SALARY	
Job Class	913	PUBLIC UTIL SUPERINTENDENT	
Position	0		
Effective Date	06/28/2025		
Position Start/End	08/01/1996	/	12/31/9999
Location	190 - ADMINISTRATIVE & GENERAL		
Group	EXMP - EXEMPT		
Grade/Step	127	/	0
Calendar	0		
Pay Status	A - ACTIVE		
FTE	1.0000		
Hourly Rate	81.8183		
Daily Rate	654.5462		
Period Pay	6545.46		
Annual Sal	170182.00		
Escrow			

**GAS & WATER BOARD MEETING
BID SUMMARY
JANUARY 5, 2026**

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

<u>BID #</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4816	Three HVAC System Replacements	CSR Mechanical	\$243,750.00

SOLE SOURCE PURCHASES:

1. Future purchases of Watson Marlow & Bredel Chemical Feed Pumps and parts from Eco-Tech, Inc.
2. Future purchases of Vogelsang Pumps and parts from Southern Sales, Inc.
3. Future purchases of Purafil chemical filtrations and environmental monitoring products from Kazmier & Associates.
4. Future purchases of hydrogen peroxide diaphragm pumps from Bar Environmental.

STATE CONTRACT PURCHASES:

1. Six F150 extended cab, 4X4 Trucks from Lonnie Cobb Ford in the amount of \$287,064.00.
2. One F600 4X4 chassis for a chemical truck from Lonnie Cobb Ford in the amount of \$69,209.00.
3. One Dump Truck from MHC Kenworth in the amount of \$234,774.96.

PURCHASE FROM THE OMNIA PARTNERS COOPERATIVE CONTRACT:

1. Fortitoken Authenticator and implementation from Waypoint Business Solutions, LLC in the amount of \$47,120.08. This is a two-factor authenticator system to log into all computers.

PURCHASE FROM THE SOURCEWELL COOPERATIVE CONTRACT:

1. Rental of an excavator from United Rentals in the amount of \$13,143.35.

Bid #4816 - Three HVAC System Replacements

CSR Mechanical	\$243,750.00*
S.M. Lawrence Co.	\$341,000.00
Demand Mechanical	\$193,033.00**
Archer Air Conditioning Service Co.	No Bid
Action Air	No Response
Freeman Mechanical	No Response
Four Seasons Heating & Air	No Response
Tennessee Home Solutions	No Response
Mainstream Heating & Cooling	No Response
Modern, Heating, Cooling & Roofing	No Response
Trane	No Response
H & H Heating & Air Conditioning	No Response
Lee Company	No Response
Dawson-Dawson Heating & Cooling	No Response
Autumn Comfort Heating & Cooling	No Response
Hiller Plumbing, Heating & Cooling	No Response
AireServe of Clarksville	No Response
Charles Stone Heating & Cooling	No Response
TriStar Mechanical	No Response
Omega Heating & Cooling	No Response
One Hour Heating & Cooling	No Response
Jackson PM Heating & Air	No Response
Volunteer Mechanical	No Response
Way Mechanical	No Response
Powers Heating & Air	No Response
Chase Plumbing & Mechanical	No Response

**Vendor withdrew their bid

*Department recommendation

Sold Asset Report

Clarksville Gas and Water Department, TN
Date range: 01 Nov 2025 - 31 Dec 2025

ID	Description	VIN/Serial	Buyer	Sold Amount	Auction End Date	Auction End Time
485	2014 Ford F-150	1FTMF1CF2EKG08068	KEVIN REESE	\$3,700.00	16-Nov-2025	8:00 PM CT
486	2007 Ford F-450 SD	1FDXF46P87EA98714	Kristopher Eisan	\$3,501.00	18-Nov-2025	8:03 PM CT
487	Misc Scrap Bolts		jordan briggs	\$54.00	03-Dec-2025	8:00 PM CT
488	2013 Ford F-150	1FTMF1CF9DKE18797	Ethan Grissom	\$2,825.00	04-Dec-2025	8:06 PM CT
489	8 USED TOOL BOXES (4 ARE BED BOXES; 4 ARE SIDE BOXES)		Tylan Bohman	\$235.00	04-Dec-2025	8:00 PM CT
491	USED MEPS (Mobile Electric Power Solutions) 6.3KW, 120V, 60Hz		Tylan Bohman	\$12.00	21-Dec-2025	8:00 PM CT
				\$10,327.00		

**CGW Water Department
November, 2025**

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	3,308,480	3,574,771	(266,290)	18,561,754	17,873,854	687,900
Penalties	42,598	54,167	(11,569)	264,711	270,833	(6,123)
Other Income	368,565	446,417	(77,852)	2,327,583	2,232,083	95,500
Gross Revenue	3,719,643	4,075,354	(355,711)	21,154,048	20,376,771	777,277
Water Plant 1	368,066	518,116	150,050	2,284,470	2,590,578	306,107
Water Plant 2	133,491	232,409	98,918	624,775	1,162,045	537,271
Water Transmission	703,691	865,787	162,096	4,286,622	4,328,934	42,312
Water Administration	52,451	59,904	7,453	265,811	299,522	33,711
Customer Service	339,580	512,756	173,176	1,999,779	2,563,779	564,000
Accounting	82,138	89,978	7,840	415,708	449,890	34,183
Engineering	158,974	154,427	(4,547)	770,352	772,134	1,782
Admin & General	115,620	245,485	129,865	581,763	1,227,426	645,663
Other Expenses	23,357	27,625	4,268	119,594	138,125	18,531
Depreciation	702,901	716,667	13,766	3,513,919	3,583,333	69,414
Total Operating Expenses	2,680,268	3,423,153	742,886	14,862,793	17,115,767	2,252,974
Income from Operations	1,039,376	652,201	387,175	6,291,255	3,261,004	3,030,252
Interest Income	252,916	279,167	(26,251)	1,432,190	1,395,833	36,357
Other Income (Expense)	19,200	1,250	17,950	21,824	6,250	15,574
Interest Expense	(751,172)	(749,087)	(2,085)	(3,753,127)	(3,745,435)	(7,692)
Debt Amortization Income	243,277	243,277	(0)	1,216,384	1,216,384	(0)
PILOT	(185,649)	(185,649)	-	(928,244)	(928,244)	-
Total Other Income (Expense)	(421,429)	(411,042)	(10,387)	(2,010,972)	(2,055,211)	44,239
Total Income / (Loss)	617,947	241,159	376,788	4,280,283	1,205,793	3,074,491
Capital Spend	2,577,526	5,250,000	2,672,474	18,500,741	26,250,000	7,749,259
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	1,000,000	(1,000,000)	-	5,000,000	(5,000,000)

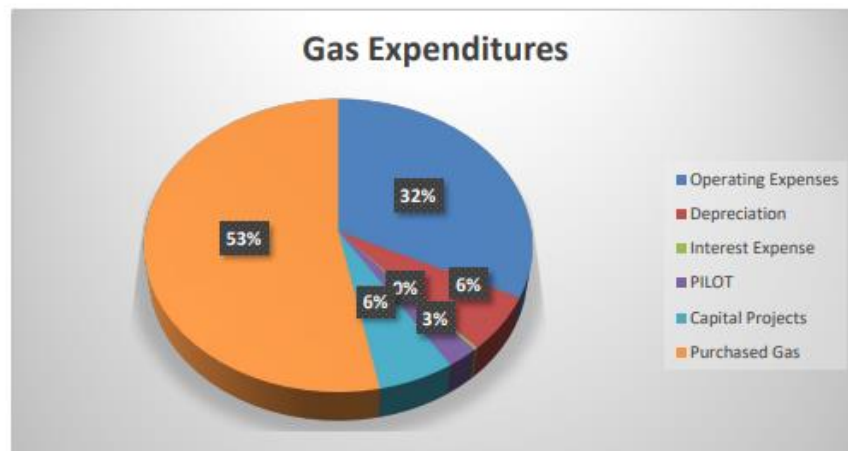
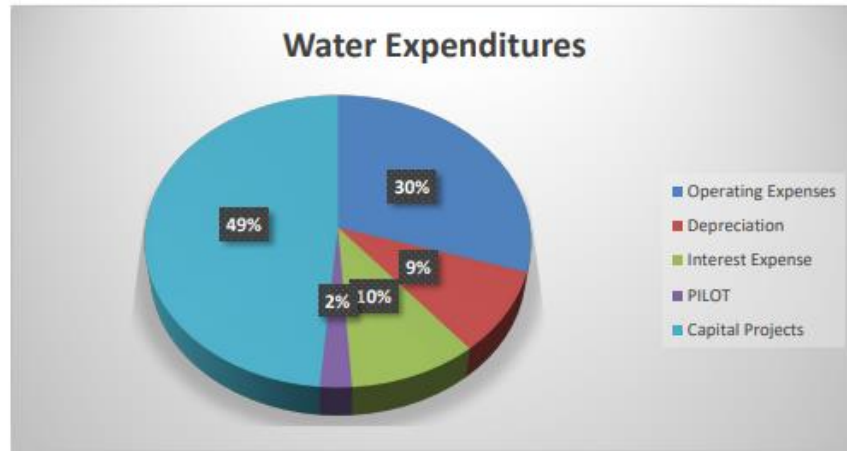
**CGW Wastewater Department
November, 2025**

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	4,028,736	4,280,000	(251,264)	21,489,373	21,400,000	89,373
Penalties	51,281	66,667	(15,386)	310,669	333,333	(22,665)
Other Income	227,323	290,000	(62,677)	1,485,068	1,450,000	35,068
Gross Revenue	4,307,340	4,636,667	(329,327)	23,285,109	23,183,333	101,776
Wastewater Plant	576,079	616,677	40,598	2,686,062	3,083,386	397,325
Wastewater Collection	908,542	835,454	(73,088)	4,384,769	4,177,269	(207,500)
Wastewater Administration	88,470	106,160	17,690	394,236	530,798	136,562
Customer Service	207,776	245,359	37,584	1,142,057	1,226,797	84,741
Accounting	81,882	89,490	7,608	435,263	447,451	12,188
Engineering	161,744	191,024	29,280	844,237	955,122	110,884
Admin & General	96,847	153,502	56,655	528,450	767,509	239,059
Other Expenses	22,575	26,875	4,300	115,109	134,375	19,266
Depreciation	1,079,395	1,304,167	224,771	5,447,672	6,520,833	1,073,161
Total Operating Expenses	3,223,311	3,568,708	345,397	15,977,855	17,843,541	1,865,685
Income from Operations	1,084,029	1,067,959	16,070	7,307,254	5,339,793	1,967,462
Interest Income	126,584	200,000	(73,416)	852,885	1,000,000	(147,115)
Other Income (Expense)	23,387	129,117	(105,730)	66,140	645,584	(579,444)
Interest Expense	(424,330)	(419,877)	(4,453)	(2,078,795)	(2,099,385)	20,590
Debt Amortization Income	112,984	112,984	0	564,920	564,920	0
PILOT	(208,752)	(208,752)	-	(1,043,758)	(1,043,758)	-
Total Other Income (Expense)	(370,127)	(186,528)	(183,599)	(1,638,609)	(932,640)	(705,969)
Total Income / (Loss)	713,902	881,431	(167,528)	5,668,645	4,407,153	1,261,493
Capital Spend	2,381,780	3,832,000	1,450,220	13,588,817	19,160,000	5,571,183
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	1,000,000	(1,000,000)	-	5,000,000	(5,000,000)

CGW Gas Department
November, 2025

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	2,798,456	2,220,600	577,856	11,014,124	10,362,800	651,324
Penalties	8,400	19,375	(10,975)	49,391	96,875	(47,484)
Other Income	144,055	157,146	(13,090)	1,029,344	785,729	243,615
Gross Revenue	2,950,912	2,397,121	553,791	12,092,859	11,245,404	847,455
Cost of Gas	2,330,413	2,450,000	119,587	7,462,747	7,595,000	132,253
Gas Distribution	255,570	303,344	47,775	1,408,032	1,516,720	108,688
Gas Administration	118,054	163,434	45,380	747,171	817,170	69,999
Ft. Campbell Operations	55,750	65,429	9,678	279,972	327,144	47,171
Customer Service	115,472	151,594	36,122	727,090	757,972	30,882
Accounting	73,850	79,914	6,064	382,675	399,569	16,894
Engineering	87,561	69,073	(18,488)	363,696	345,366	(18,330)
Admin & General	96,706	151,960	55,253	527,618	759,798	232,180
Other Expenses	17,986	19,600	1,614	88,762	98,000	9,238
Depreciation	174,003	173,750	(253)	867,438	868,750	1,312
Total Operating Expenses	3,325,366	3,628,098	302,732	12,855,200	13,485,489	630,289
Income(Loss) from Operations	(374,454)	(1,230,977)	856,523	(762,342)	(2,240,085)	1,477,743
Interest Income	99,389	63,342	36,048	527,365	316,708	210,657
Other Income (Expense)	3,501	500	3,001	32,853	2,500	30,353
Interest Expense	(6,758)	(6,388)	(370)	(33,789)	(31,941)	(1,848)
Debt Amortization Income	3,704	3,705	-	18,522	18,523	(0)
PILOT	(67,926)	(67,926)	-	(339,629)	(339,629)	-
Total Other Income (Expense)	31,911	(6,768)	38,679	205,322	(33,840)	239,161
Total Income / (Loss)	(342,543)	(1,237,745)	895,202	(557,020)	(2,273,925)	1,716,905
Capital Spend	166,135	1,216,000	1,049,865	817,117	6,080,000	5,262,883
Contributed Capital - Cash	40,960	20,833	20,127	61,230	104,167	(42,937)
Contributed Capital - Non-Cash	-	2,500	(2,500)	-	12,500	(12,500)

Clarksville Gas & Water FY2026



FY 2026 Debt Coverage

November, 2025

Fiscal Period	5
	<u>Actual</u>
System Gross Revenue	\$ 56,532,016
System Operating Expenses	43,695,848
	12,836,168
Add: Depreciation Expense	9,829,029
Other Revenue (Expense)	2,933,257
Net Revenues	\$ 25,598,453

Debt Coverage Ratio	2.23
Debt Coverage Ratio Goal	1.70
<i>FY 2025 Coverage Ratio</i>	<i>2.44</i>
<i>FY 2024 Coverage Ratio</i>	<i>3.45</i>

>2.00 = Aaa rating
1.70-2.00 = Aa rating

Debt to Operating Revenue Ratio

November, 2025

FY 2026 Budget

Total Debt	\$ 336,096,153
Operating Revenue	\$ 143,980,000
Debt/Operating Revenue	2.33

FY 2025 Actual

Total Debt	\$ 352,050,804
Operating Revenue	\$ 135,062,708
Debt/Operating Revenue	2.61

FY 2024 Actual

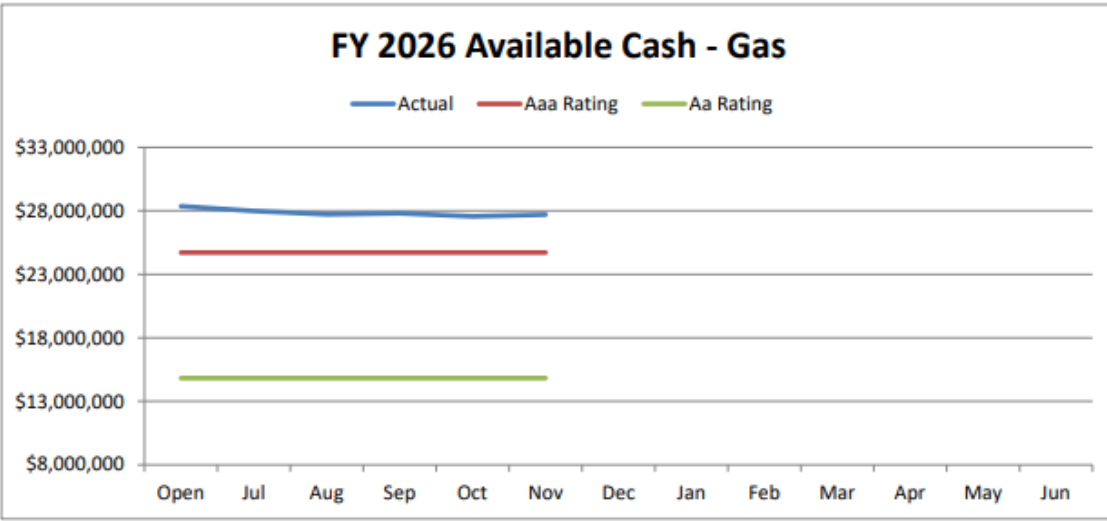
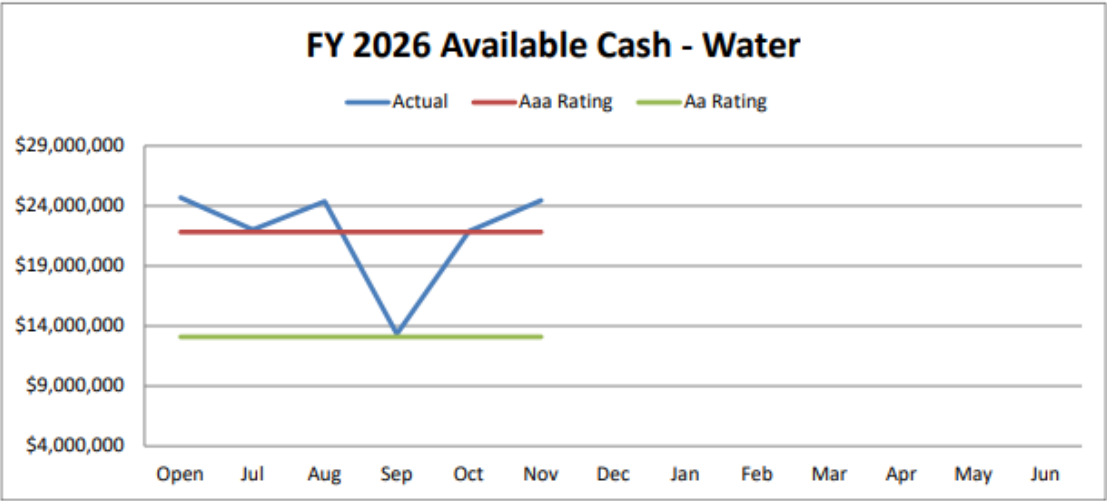
Total Debt	\$ 367,367,377
Operating Revenue	\$ 119,833,038
Debt/Operating Revenue	3.07

FY 2023 Actual

Total Debt	\$ 348,379,888
Operating Revenue	\$ 125,440,558
Debt/Operating Revenue	2.78

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2.00 - 4.00 = Aa

Clarksville Gas & Water FY 2026

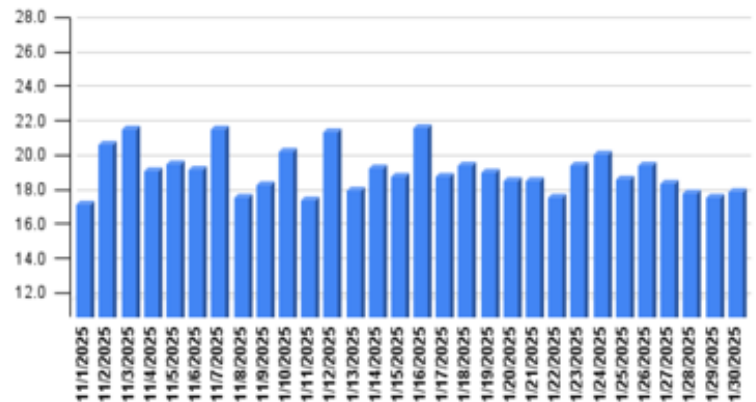


Clarksville Water Treatment Plant Finished Water Totals

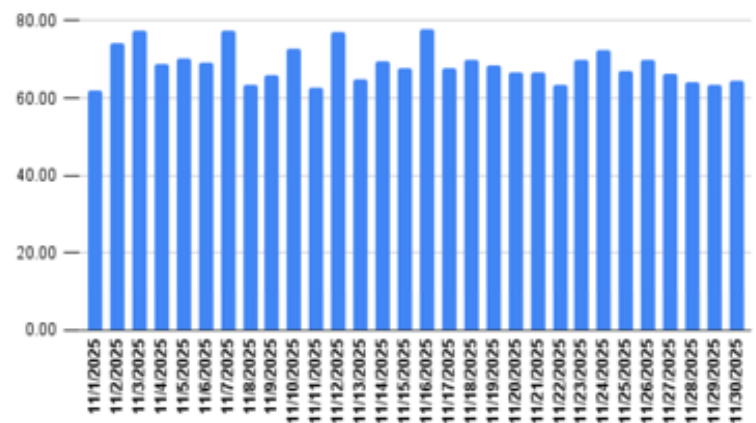
November 2025

DATE	MGD	DATE	Capacity
11/1/2025	17.4	11/1/2025	62.14
11/2/2025	20.8	11/2/2025	74.29
11/3/2025	21.7	11/3/2025	77.50
11/4/2025	19.3	11/4/2025	68.93
11/5/2025	19.7	11/5/2025	70.36
11/6/2025	19.4	11/6/2025	69.29
11/7/2025	21.7	11/7/2025	77.50
11/8/2025	17.8	11/8/2025	63.57
11/9/2025	18.5	11/9/2025	66.07
11/10/2025	20.4	11/10/2025	72.86
11/11/2025	17.6	11/11/2025	62.86
11/12/2025	21.6	11/12/2025	77.14
11/13/2025	18.2	11/13/2025	65.00
11/14/2025	19.5	11/14/2025	69.64
11/15/2025	19.0	11/15/2025	67.86
11/16/2025	21.8	11/16/2025	77.86
11/17/2025	19.0	11/17/2025	67.86
11/18/2025	19.6	11/18/2025	70.00
11/19/2025	19.2	11/19/2025	68.57
11/20/2025	18.7	11/20/2025	66.79
11/21/2025	18.7	11/21/2025	66.79
11/22/2025	17.8	11/22/2025	63.57
11/23/2025	19.6	11/23/2025	70.00
11/24/2025	20.3	11/24/2025	72.50
11/25/2025	18.8	11/25/2025	67.14
11/26/2025	19.6	11/26/2025	70.00
11/27/2025	18.6	11/27/2025	66.43
11/28/2025	18.0	11/28/2025	64.29
11/29/2025	17.8	11/29/2025	63.57
11/30/2025	18.1	11/30/2025	64.64
total	578.2	average	68.83

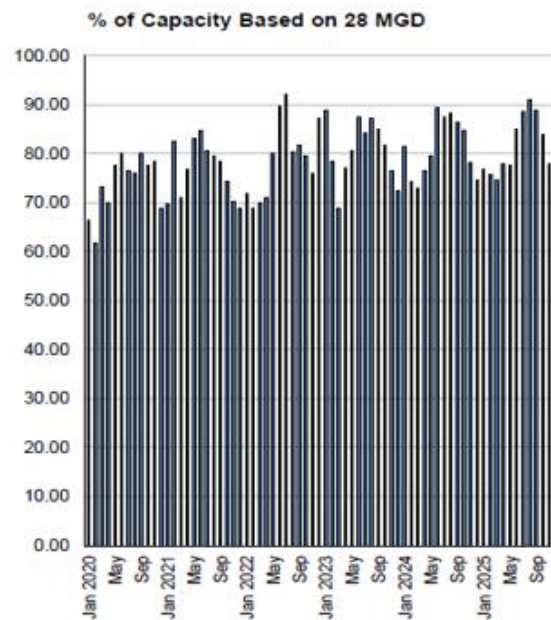
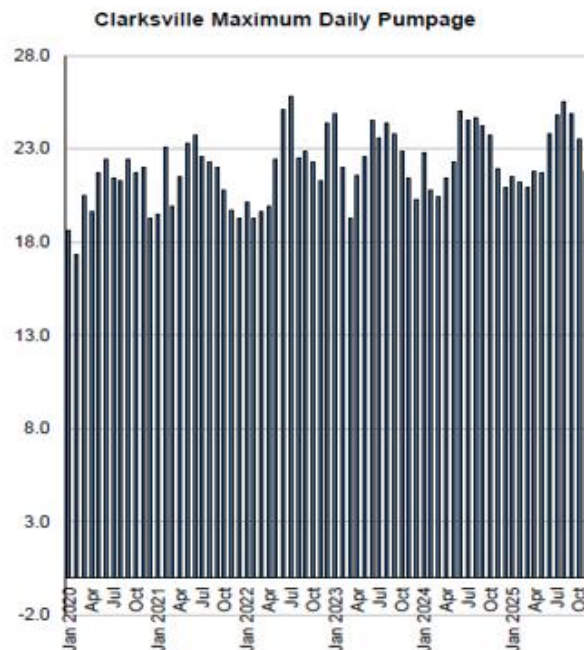
Daily Finished Totals MGD



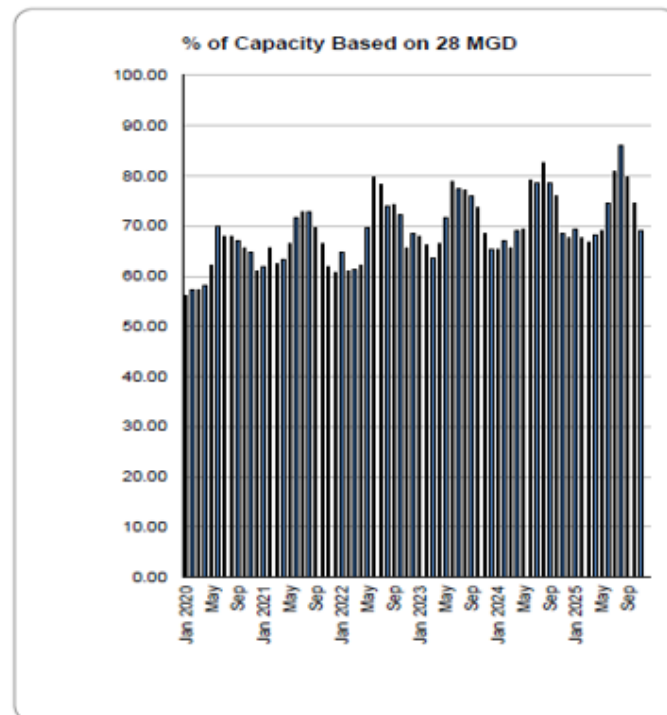
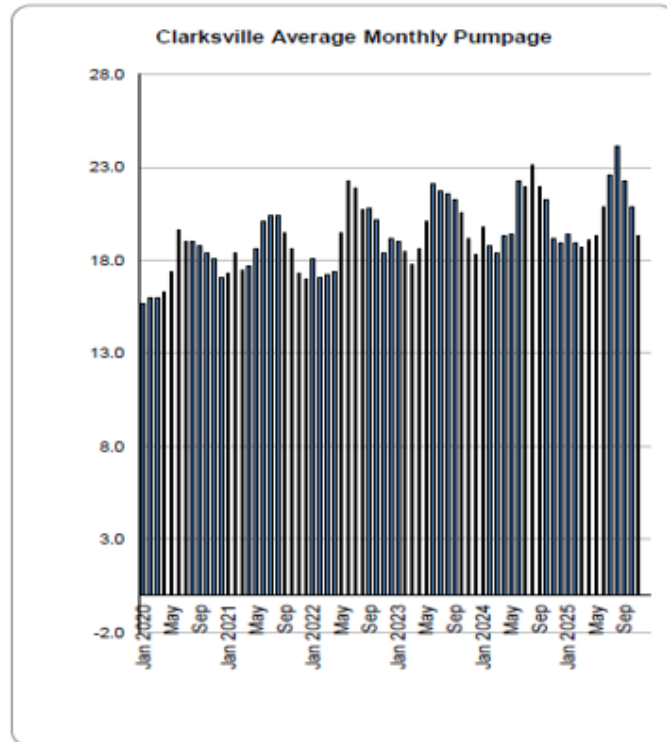
% of Total Capacity Based on 28 MGD



Date	Amt	Date	% of Capacity
Jan 2020	18.6	Jan 2020	66.43
Feb	17.3	Feb	61.79
Mar	20.5	Mar	73.21
Apr	19.6	Apr	70.00
May	21.7	May	77.50
Jun	22.4	Jun	80.00
Jul	21.4	Jul	76.43
Aug	21.3	Aug	76.07
Sep	22.4	Sep	80.00
Oct	21.7	Oct	77.50
Nov	22.0	Nov	78.57
Dec	19.3	Dec	68.93
Jan 2021	19.5	Jan 2021	69.64
Feb	23.1	Feb	82.50
Mar	19.9	Mar	71.07
Apr	21.5	Apr	76.79
May	23.3	May	83.21
Jun	23.7	Jun	84.64
Jul	22.6	Jul	80.71
Aug	22.3	Aug	79.64
Sep	22.0	Sep	78.57
Oct	20.8	Oct	74.29
Nov	19.7	Nov	70.36
Dec	19.3	Dec	68.93
Jan 2022	20.1	Jan 2022	71.79
Feb	19.3	Feb	68.93
Mar	19.6	Mar	70.00
Apr	19.9	Apr	71.07
May	22.4	May	80.00
Jun	25.1	Jun	89.64
Jul	25.8	Jul	92.14
Aug	22.5	Aug	80.36
Sep	22.9	Sep	81.79
Oct	22.3	Oct	79.64
Nov	21.3	Nov	76.07
Dec	24.4	Dec	87.14
Jan 2023	24.9	Jan 2023	88.93
Feb	22.0	Feb	78.57
Mar	19.3	Mar	68.93
Apr	21.6	Apr	77.14
May	22.6	May	80.71
Jun	24.5	Jun	87.50
Jul	23.6	Jul	84.29
Aug	24.4	Aug	87.14
Sep	23.8	Sep	85.00
Oct	22.9	Oct	81.79
Nov	21.4	Nov	76.43
Dec	20.3	Dec	72.50
Jan 2024	22.8	Jan 2024	81.43
Feb	20.8	Feb	74.29
Mar	20.4	Mar	72.86
Apr	21.4	Apr	76.43
May	22.3	May	79.64
Jun	25.0	Jun	89.29
Jul	24.5	Jul	87.50
Aug	24.7	Aug	88.21
Sep	24.2	Sep	86.43
Oct	23.7	Oct	84.64
Nov	21.9	Nov	78.21
Dec	20.9	Dec	74.64
Jan 2025	21.5	Jan 2025	76.79
Feb	21.2	Feb	75.71
Mar	20.9	Mar	74.64
Apr	21.8	Apr	77.86
May	21.7	May	77.50
Jun	23.8	Jun	85.00
Jul	24.8	Jul	88.57
Aug	25.5	Aug	91.07
Sep	24.9	Sep	88.93
Oct	23.5	Oct	83.93
Nov	21.8	Nov	77.86
Dec		Dec	0.00



Date	Amt	Date	% of Capacity
Jan 2020	15.7	Jan 2020	56.07
Feb	16.0	Feb	57.14
Mar	16.0	Mar	57.14
Apr	16.3	Apr	58.21
May	17.4	May	62.14
Jun	19.6	Jun	70.00
Jul	19.0	Jul	67.86
Aug	19.0	Aug	67.86
Sep	18.8	Sep	67.14
Oct	18.4	Oct	65.71
Nov	18.1	Nov	64.64
Dec	17.1	Dec	61.07
Jan 2021	17.3	Jan 2021	61.79
Feb	18.4	Feb	65.71
Mar	17.5	Mar	62.50
Apr	17.7	Apr	63.21
May	18.6	May	66.43
Jun	20.1	Jun	71.79
Jul	20.4	Jul	72.86
Aug	20.4	Aug	72.86
Sep	19.5	Sep	69.64
Oct	18.6	Oct	66.43
Nov	17.3	Nov	61.79
Dec	17.0	Dec	60.71
Jan 2022	18.1	Jan 2022	64.64
Feb	17.1	Feb	61.07
Mar	17.2	Mar	61.43
Apr	17.4	Apr	62.14
May	19.5	May	69.64
Jun	22.3	Jun	79.64
Jul	21.9	Jul	78.21
Aug	20.7	Aug	73.93
Sep	20.8	Sep	74.29
Oct	20.2	Oct	72.14
Nov	18.4	Nov	65.71
Dec	19.2	Dec	68.57
Jan 2023	19.0	Jan 2023	67.86
Feb	18.5	Feb	66.07
Mar	17.8	Mar	63.57
Apr	18.6	Apr	66.43
May	20.1	May	71.79
Jun	22.1	Jun	78.93
Jul	21.7	Jul	77.50
Aug	21.6	Aug	77.14
Sep	21.3	Sep	76.07
Oct	20.6	Oct	73.57
Nov	19.2	Nov	68.57
Dec	18.3	Dec	65.36
Jan 2024	19.8	Jan 2024	65.36
Feb	18.8	Feb	67.14
Mar	18.4	Mar	65.71
Apr	19.3	Apr	68.93
May	19.4	May	69.29
Jun	22.3	Jun	79.21
Jul	22.0	Jul	78.57
Aug	23.1	Aug	82.50
Sep	22.0	Sep	78.57
Oct	21.3	Oct	76.07
Nov	19.2	Nov	68.57
Dec	18.9	Dec	67.50
Jan 2025	19.4	Jan 2025	69.29
Feb	18.9	Feb	67.50
Mar	18.7	Mar	66.79
Apr	19.1	Apr	68.21
May	19.3	May	68.93
Jun	20.9	Jun	74.64
Jul	22.6	Jul	80.71
Aug	24.1	Aug	86.07
Sep	22.3	Sep	79.64
Oct	20.9	Oct	74.64
Nov	19.3	Nov	68.93
Dec		Dec	0.00



FINISHED WATER PUMPAGE TOTALS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Jan.Total	472836	460298	471709	542638	506802	487760	537922	561582	588988	614148	602029
Aver.	15253	14848	15216	17504	16348	15734	17352	18116	19000	19811	19420
Max	18841	17349	19091	19678	19667	18650	19509	20157	24984	22815	21526
Min	13616	12928	14348	14683	13896	12889	15070	14954	14070	17039	17622
Feb.Total	431331	420563	418523	450030	467133	464620	517207	481539	519855	545336	529948
Aver.	15405	14502	14947	16073	16683	16021	18472	17198	18566	18805	18927
Max	17659	15791	16453	19679	19919	17301	23147	19398	22013	20844	21239
Min	13342	13145	13507	14057	13710	14832	14933	14669	16895	17457	16668
Mar.Total	459349	442712	462775	488427	499251	498790	543470	535053	552771	571551	580233
Aver.	14818	14281	14928	15756	16105	16090	17531	17260	17831	18437	18717
Max	16565	15992	17089	17592	17367	20582	19958	19689	19301	20435	20995
Min	13381	12822	13894	14516	14929	13982	15338	15188	15734	16761	168858
Apr. Total	433816	447902	479548	471571	495905	491542	531895	523710	560385	580245	575404
Aver.	14461	14930	15985	15719	16530	16385	17730	17457	18680	19342	19180
Max	15936	16785	19424	17634	19477	19679	21550	19947	21698	21495	21885
Min	12702	12521	14464	13683	14140	13942	14991	14376	16053	16739	17360
May Total	502787	484014	508673	535251	550304	541075	577661	605393	624584	602152	601290
Aver.	16219	15613	16409	17266	17752	17454	18634	19529	20148	19424	19396
Max	18671	19413	19500	20201	21385	21754	23319	22441	22609	22384	21720
Min	14687	13917	13724	14348	14204	15033	15661	15713	16790	16821	17308
Jun. Total	505360	536245	525289	554301	539759	588876	604053	671751	665823	667906	627144
Aver.	16846	17875	17510	18477	17992	19629	20135	22392	22194	22264	20905
Max	19306	20660	24870	21444	21454	22442	23784	25153	24539	25031	23834
Min	14050	15630	14988	15308	14700	16334	16624	17251	19825	18908	18638
Jul. Total	544235	519632	571991	583935	569783	590407	633850	680281	674368	616561	701580
Aver.	17556	16762	19451	18837	18380	19045	20447	21945	21754	22041	22632
Max	21555	19407	21680	22472	21198	21487	22672	25815	23675	24598	24878
Min	14673	14985	15287	13853	16212	15643	17478	18869	19075	20104	20754
Aug.Total	547126	529644	566204	595380	584399	589997	633761	644441	671339	716219	749703
Aver.	17649	17085	18265	19206	18852	19032	20444	20788	21656	23104	24184
Max	20033	19451	22100	22024	21852	21359	22323	22500	24464	24721	25501
Min	14503	14785	15658	15318	15235	16443	16939	18605	19438	21167	22003
Sep.Total	508650	532147	530559	569190	605709	565475	585256.4	626269	641308	661043	670520
Aver.	16955	17738	17685	18973	20190	18849	19508	20876	21377	22034	22351
Max	19573	21501	19637	22112	23540	22452	22039	22947	23827	24270	24923
Min	14245	16104	15576	16342	17485	16121	17898	18422	19712	19016	18995
Oct. Total	471463	547410	533123	561681	560395	573348	576635	626847	640980	661290	650520
Aver.	15208	17658	17198	18119	18077	18495	18601	20221	20677	21332	20985
Max	16803	20503	19507	20803	21149	21771	20894	22362	22940	23721	23573
Min	13337	15408	14485	15333	14001	16235	16225	17745	17850	19359	18702
Nov.Total	427852	501075	490630	496859	506448	544277	520726	552482	578579	578293	579661
Aver.	14262	16703	16354	16562	16882	18143	17358	18416	19286	19276	19322
Max	15879	19499	18381	19630	19775	22005	19727	21370	21464	21916	21808
Min	12336	13700	13825	14615	14275	16175	14142	16778	17001	17408	17477
Dec.Total	442384	475697	497194	504637	492948	533119	527675	595462	570186	588550	
Aver.	14270	15345	16039	16279	15902	17197	17022	19208	18393	18985	
Max	16082	17226	17728	19829	17795	19317	19357	24423	20346	20912	
Min	12787	13516	13355	13897	13962	15018	15196	15868	16419	17139	
Yr. Total	5747189	5897339	6056218	6353900	6378836	6469286	6790111	7104810	7289166	8139209	
Yr. Aver.	15746	16113	16592	17408	17476	17724	18603	19465	19970	20404	
Peak Day	21555	21501	24870	22472	23540	22452	23784	25815	24984	25031	



Monthly Activity Summary

November 2025

- Gas System distributed 656,593,000 cubic feet and averaged 21,886,433 cubic feet per day. That represents approximately 33.2 percent of the system's capacity
- Water plant pumped 579.7 million gallons of treated water into the system and averaged 19.3 million gallons per day. This represents approximately 68.9 percent of the plant's capacity.
- Wastewater Plant treated 361.6 million gallons of sewage and averaged 12.9 million gallons per day. That represents approximately 51.6 percent of the plant's capacity.
- The call center handled 7,262 calls and averaged 427 calls per day. Each call lasted an average of 5 minutes and 35 seconds.
- The service department completed 4,249 work orders and responded to 302 after hour calls.
- In the month of November, 476 accounts were flagged for high usage by the meter readers.
- Gas division installed 25 new services, and totaled 3,009 feet of pipe, 5 mains totaling 344 feet of pipe, and responded to 109 odor complaints.
- Water division repaired 58 water leaks, totaling 1,648 feet of pipe, flushed 709 hydrants, and tested 1,456 backflow devices.
- Sewer division made 13 point repairs totaling 135 feet of pipe, cleaned 20,440 feet of pipe.
- Engineering approved 7 utility plans this month and currently had 41 ongoing projects.
- Billing Department read 115,906 meters with an accuracy rate of 99.92 percent and sent a total of 97,926 bills and 11,719 notices

Meter Reading & Service Department
Monthly/Yearly Report November2025
Meter Reading

Meters Read

Month	Year	Gas	Water	Total	Accuracy Rate
November	2025	30,633	85,243	115,906	99.92%
October	2025	30,639	85,110	115,749	99.93%
September	2025	30,631	84,909	115,540	99.88%
August	2025	30,606	84,735	115,341	99.91%
July	2025	30,587	84,561	115,148	99.92%
June	2025	30,518	84,407	114,928	99.94%
May	2025	30,535	84,293	114,828	99.91%
April	2025	30,520	84,114	114,634	99.92%
March	2025	30,501	83,972	114,473	99.92%
February	2025	30,493	83,871	114,364	99.89%
January	2025	30,470	83,797	114,267	99.88%
December	2024	30,433	83,663	114,096	99.93%
12 Month Total		366,566	1,012,675	1,379,274	99.91%

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Month	Year	Service Orders	After Hours Calls
November	2025	4,249	302
October	2025	5,977	347
September	2025	5,039	300
August	2025	5,617	323
July	2025	5,913	323
June	2025	5,347	283
May	2025	5,090	260
April	2025	5,340	279
March	2025	5,115	243
February	2025	5,083	320
January	2025	5,135	328
December	2024	5,235	259
12 Month Total		63,140	3,567

CGW POLICIES & PROCEDURES

Chapter 1 – CUSTOMER SERVICE

Sec. 1-1. - Rates, service fees, penalties, security deposits, and other charges.

The Clarksville Gas & Water Board shall approve all rates for gas, water, and sewer service. Service fees, security deposits, penalties, or other charges as authorized herein shall be in the amounts set forth in schedule A below:

Schedule A

New service	
• Water and/or sewer	100.00
• Overtime	200.00
• Gas	100.00
• Overtime	200.00
Interdistrict	125.00
Meter re-read	0.00
Testing/changing meters	125.00
Payment collections	Cost
Returned payment	Amount as authorized by TCA
Reactivation—Business hours	100.00
Reactivation—After hours	200.00
Property Owners Account Program - water/gas	10.00/10.00
Security deposit	

CGW POLICIES & PROCEDURES

Residential	
• Water and sewer	150.00
• Gas	200.00
Credit Inquiry	6.00
Credit/Debit Card Transaction Fee	Online or automated phone system payments: 3% of payment amount (\$1.75 minimum fee) Kiosk or with customer service representative: 2% of payment amount (no minimum fee)

Sec. 1-2. - Waiver of fees, penalties, and other charges.

- (1) The general manager, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to customer accounts, and to waive fees and penalties incurred by customers, due to errors made by the department.
- (2) The general manager, or his/her designee(s) made in writing, may approve a one-time deposit waiver for a customer whose current account has been deactivated for non-payment. As this waiver is per customer and location, a change in customer's service location shall renew qualification for a one-time deposit waiver.
- (3) As determined by the general manager in writing, in cases of war, rebellion, insurrection, civil emergency, or natural or man-made disaster, the customer service division manager of CGW may be authorized by the general manager to waive any and all service fees or penalties, and to dispense with the requirement of payment of a security deposit, and to allow the payment of any bills due for service through installment payments, and to suspend the deactivation of accounts or termination of services, for a reasonable period of time to be determined by the general manager, irrespective of any error made by the department, for customers who provide proof of substantial damages or harm to their real or personal property, or significant interruption of their business, due to war, rebellion, insurrection, civil emergency, or natural or man-made disaster, in form satisfactory to the general manager, or his/her designee(s) made in writing.
- (4) The general manager, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to residential customer accounts, and to waive fees and penalties incurred by said customers, which are the result of the customer inadvertently and by whatever means, directing the application of a payment to an account other than the intended account. Provided however that said payment is in an amount sufficient to satisfy all amounts due on customer's account. Request for an adjustment must be made within thirty (30) days of the fee or penalty being applied to the account.

CGW POLICIES & PROCEDURES

Sec. 1-3. - CGW not liable for failure or condition of service.

According to its source of supply and the condition of its systems, CGW will make reasonable effort to furnish gas, water and sewer service to its consumers. But CGW makes no guarantee to anyone as to supplying gas, water and sewer service nor its condition thereof and it shall not be liable to anyone for any loss or failure or interruption of the supply of water, gas, and sewer service or its condition.

Sec. 1-4. - Authority to curtail or refuse service.

CGW reserves the right to restrict, curtail, or refuse water, gas, or sewer service for good and sufficient reasons.

Sec. 1-5. - Ownership and maintenance of gas and water meters.

All gas and water meters installed, whether within or without the corporate limits of the city, shall be owned, serviced, and maintained by CGW. All meters whether or not owned by CGW, used for measuring gas or water furnished by it, shall be subject to CGW's inspection at all times, and shall be maintained, serviced, and repaired by it.

CGW shall not own, operate, have responsibility for, nor perform work on private property, being gas and/or water plumbing, piping appurtenances etc. beyond the gas and/or water meter yoke, downstream meter swivel, and/or downstream meter set valve or union, as applicable. The ownership boundaries of unmetered services shall be determined by CGW and signified by means of a delineation valve.

Sec. 1-6. - Tampering with equipment or meters.

- (1) No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or water or gas meter which is part of the water and/or gas department works of CGW.
- (2) Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. Any customer, or his or her designee, found violating this provision shall be subject to related fees, disconnection of related service and/or held liable for damages produced by such actions.

Sec. 1-7. - Right to inspect property.

CGW POLICIES & PROCEDURES

Insofar as its rights and liabilities are concerned, CGW shall have the right at reasonable hours to inspect properties to which it supplies water, gas, and sewer service.

Sec. 1-8. - Application for service; service fees; security deposits; property owners account program; interdistrict fees; outstanding balances.

- (1) Application for water, gas, and sewer service shall be made at the Clarksville Department of Gas and Water. A service fee for each applicable service shall be charged to each new customer, and to existing customers moving to a new location within the service area. A new customer shall be defined as a customer requesting service that has not had service from CGW, as determined by current customer service software. In the event a customer requesting service is determined not to be a new customer, the deposit requirements set forth in subsection 1-8(2) shall apply.
- (2) In addition to any applicable service fees provided for herein, a security deposit to ensure payment for services for any service to be provided may be charged to each new customer and/or any customer whose account has been deactivated for non-payment. Said security deposit shall be in an amount as approved by ordinance of the Clarksville Gas & Water Board. The following security deposit criteria shall be applicable for each customer class:
 - (a) Residential: In lieu of a deposit, applicants for residential service as a new customer may request a credit inquiry to determine the required deposit amount. For residential customers, said security deposit may also be paid in three (3) equal monthly installments, in which case the first installment payment shall be due upon application for service. A fee as set forth in schedule A shall be charged per credit inquiry. Said security deposit shall be credited to the customer's account after four (4) continuous years of payment history with no intervening inactivation of the customer's account for nonpayment for service. Any inactivation of the customer's account for nonpayment shall be cause to restart the computation of the four-year time period for return of a customer's security deposit. A change in customer's service location shall not interrupt accumulation of continuous years of payment history.
 - (b) Commercial/Industrial: No deposit to be charged.
- (3) A service fee may also be charged as necessary to cover the costs of re-reading meters which were initially read correctly, testing and changing meters which are determined to be accurate, and for collecting funds for checks and bank drafts that have been returned due to insufficient funds in the customer's bank account or financial institution.
- (4) Upon application of a property owner and/or property manager, the general manager, or his/her designee(s) established in writing, may enter into an agreement with said property owners and/or managers automatically transferring responsibility of active services from a departing tenant to said property owner and/or manager. Upon execution of agreement, the owner/manager agrees to pay a security deposit, in full, for each water and/or gas service established. No installment payments shall be allowed. Upon execution of agreement, the owner/manager agrees to pay the property owners account program fee, per gas and/or water service, for each account meter to be read, service left on, and account transferred into owner's/manager's name when at such time a tenant properly terminates said service(s). Upon execution of agreement, the owner/manager shall be responsible for all usage, including all associated charges and fees, once a tenant notifies the gas and water department to terminate service(s). If a service in a tenant's name is deactivated for

CGW POLICIES & PROCEDURES

nonpayment, normal services fees shall apply. If a service in an owner's/manager's name is deactivated for nonpayment, normal services fees shall apply and a security deposit shall be charged. If any account in a property owner's/manager's name, and associated with this property owners account program, remains unpaid exceeding thirty (30) days beyond the billing due date, all normal fees and security deposits shall apply and all properties in said owner's/manager's name, and within said program, will be immediately removed from the property owners account program.

- (5) An interdistrict fee for each applicable sewer service located in an adjoining utility district, as provided for by an interlocal agreement between the City of Clarksville and such utility district, shall be charged to each new sewer customer and to existing sewer customers moving to a new location within the utility district. The general manager, or his/her designee made in writing, shall have authority to waive this fee incurred by a customer who has provided satisfactory evidence that they are the surviving spouse of a deceased current customer.
- (6) All customers shall be required to pay any and all outstanding balances from existing and/or past accounts, in perpetuity, prior to being allowed to establish service.

Sec. 1-9. - Fee for new connections; service line.

- (1) CGW shall charge connection fees for each metered customer added to the water and/or sewer system. Connection fees for all new construction shall be due and payable at the time the plumbing permit for connecting the structure to the outside water and/or sewer service is issued. No such permit shall be issued unless the connection fee is paid first. The following schedules shall be used for the various classifications of customers:

Water and sewer connection fees for all new residential construction shall be based on the number of square feet of heated living area contained by the new construction. The area is to be computed as defined by the Veterans Administration. Mobile homes and other prefabricated structures that are moved onto a building site shall also be classified as new residential construction for this purpose. The fee per unit shall be as follows:

New residential construction water connection fee: Twenty cents (\$0.20) per square foot.

New residential construction sewer connection fee: Eighty cents (\$0.80) per square foot.

- (2) If inspection reveals a misrepresentation or understatement of the actual area of the permitted structure by an amount greater than five (5) percent, an adjustment of the fee shall be made and the additional area shall be charged to the holder of the building permit at twice the normal rate.
- (3) Water and sewer connection fees for existing residential construction and for new and existing commercial and industrial construction shall be based on the size of the primary water meter(s) serving the customer according to the following schedule:

Meter Size	Water Connection Fee	Sewer Connection Fee	
		New Construction	Existing Construction
¾"	\$ 400	\$ 800	\$ 600

CGW POLICIES & PROCEDURES

1"	800	1,500	1,000
1½"	1,200	2,500	2,000
2"	1,800	4,000	2,500
3"	2,500	5,000	3,000
4"	3,500	8,000	5,000
6"	6,000	12,000	8,000
8"	10,000	20,000	15,000

- (4) Secondary meters, yard, and irrigation meters: In addition to the primary meter supplying the customer, meters may be installed to record water flows such as for yard irrigation which do not enter the sewer system and consequently these flows do not result in a sewer charge. Secondary meters may also be installed to separate flows that formerly went through one meter such as when a master meter for an existing apartment complex is replaced by individual meters. Each additional meter is charged only the following fee.

Water connection fee for yard/irrigation meters for new and existing construction and for other secondary meters that are added to existing customers to separate flows for billing purposes:

Meter Size	Meter Fee
¾"	\$200.00
1"	250.00
1½"	500.00
2"	800.00
3"	2,000.00
4"	3,500.00
6"	5,000.00

CGW POLICIES & PROCEDURES

- (5) Connection fees are not charged where existing services are being replaced unless such replacement results in an increase of meter size in which case a fee is charged equal to the difference between the connection fees for the original meter size and the fee for the new meter size.

Connection fees are not charged where the applicable service is connected directly to a water or sewer main installed with Federal Community Development Grant funds.

The above connection fee prices include the cost of the meter and the charge for tapping the main where applicable. CGW shall make all water and sewer taps on mains that have been accepted by CGW for operation and maintenance. The customer shall be responsible for all excavation, provision, and installation of tap materials, and backfilling. Taps on new main installations not yet accepted by CGW shall be made by the installing contractor.

- (6) In cases where a tap on a CGW main is made without the requirement for a meter, such as for main extensions or a fire service line, a connection fee is charged as follows:

Water Tap Size	Fee
¾"	\$150.00
1"	200.00
2"	250.00
3"	300.00
4"	350.00
6"	450.00
8"	650.00
10"	750.00

- (7) Buildings requiring a fire service line six (6) inches in size or less, shall be required to pay a connection fee as set forth in subsection F above. A backflow prevention device meeting the requirements of Title 8, Section 8-407(2), (3) of the Clarksville Municipal Code shall be installed at the property boundary and become part of the fire system. The engineering division manager of CGW, at his sole discretion, may require the fire line be metered when it is determined to be in CGW's best interest to do so.

Buildings requiring a fire service line greater than six (6) inches shall be required to meter such service as well as meet the requirements of this subsection and pay a connection fee based on cost

CGW POLICIES & PROCEDURES

plus ten (10) percent. The cost includes the cost of the meter, all appurtenances, and a tapping fee as established in subsection (6) above.

All fire service lines shall be separate and independent of any other water service line to the property/building.

- (8) Connections to CGW water mains by manipulating valves and adding fittings may be performed only when approved by the engineering division manager of CGW. Such approval shall not relieve the contractor of notifying any affected customer, nor of any other associated liability. Such connections shall be without charge unless a meter is required, in which case the appropriate water connection fee will be charged to the individual installing the meter set-up.
- (9) Meter box fees will be charged for all new meter installation including secondary meters based on actual cost plus ten percent (10%).
- (10) Connections to city sewer mains or manholes for the purpose of extending a main or replacing a service shall not be subject to a connection fee. Any new service extending from such a main or manhole shall be subject to the appropriate sewer connection fee. When a sewer tap is required on an existing main, it will be made by CGW. The cost of such sewer tap is considered to be included in the applicable connection fee. If a tap is required to replace an existing service, an additional connection fee is not charged, but a tapping fee of fifty dollars (\$50.00) shall be charged.
- (11) Natural gas service and main extensions.
 - (a) Customers that have an existing service line up to their premises will only have to apply for proper permit and pay connection fee. Add-ons to present meters will be limited to permit and connection fee requirements.
 - (b) Customers' requests for relocation of mains, service lines, meters, or other services will be honored by the gas department. Property owners or contractors will be charged total costs for this type work.
 - (c) For each gas service connection, the customer shall apply for service at the Clarksville Gas and Water Department and pay twenty-five dollars (\$25.00) for each service line application. This application fee will be refunded if the customer wishes to withdraw their application. The application fee may be transferrable to the connection fee, if the tenant is the person whose name appears on the application.
 - (d) For new service line requests, the customer or contractor shall be required to pay a gas service connection fee plus a tapping fee of one hundred fifty dollars (\$150.00), which includes the first one hundred fifty feet (150') of the gas service line from the main to the meter as follows:

Service line size:

 - ¾-inch and 1-inch—for base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service line.
 - ¾-inch and 1-inch—For less than base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service lines. No refunds of tapping fee will be made to the customer.

CGW POLICIES & PROCEDURES

Larger than 1-inch—The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged the actual cost to install the additional service line.

- (e) Base-load gas installations: For the purpose of determining who qualifies for base-load gas incentives, the base-load gas installation is defined as follows:

Residential: Water heating, gas air conditioning, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the gas division manager.

Commercial: Water heating, gas air conditioning, cooking, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the gas division manager.

Industrial: Water heating, gas air conditioning, or in the processing of manufacturer's materials or goods (to adequately increase base-load requirements) as deemed acceptable by the gas division manager.

- (f) Main extensions within the corporate limits of the City of Clarksville: The first three hundred (300) feet will be installed at no cost to the customer. Any footage installed in excess of three hundred (300) feet will be required to make a contribution in aid of construction equal to three dollars (\$3.00) per foot. No refunds will be made for future customer connections to the gas main.
- (g) Main extensions outside of the corporate limits of the City of Clarksville: The first two hundred (200) feet will be installed at no cost to the customer. Any footage installed in excess of two hundred (200) feet will be required to make a contribution in aid of construction equal to five dollars (\$5.00) per foot. No refunds will be made for future customer connections to the gas main.
- (h) Main extensions for large commercial or industrial customers: Gas service lines or gas main extensions to large commercial or industrial customers that require service line or gas main extensions, additions, or improvements to the Clarksville Gas Department's distribution system will be furnished by the gas department if the main extension is deemed economically feasible by the gas division manager and/or general manager .
- (i) Main extensions—General:
- a. Customers who sign up for a main extension must be prepared to receive flowing gas through their meters within one hundred eighty (180) calendar days. If the customer does not meet this requirement due to environmental or geographic constraints, then he/she may request a thirty-day extension from CGW. If the customer does not have gas flowing through his meter within the required time frame, then the customer shall bear the entire cost of the main extension.
 - b. The Clarksville Gas Department reserves the right to determine the size of all gas main extensions. Gas main costs to the customer shall be based upon a two-inch polyethylene gas main. All gas mains installed larger than two (2) inches in diameter, or gas mains installed made with steel, are installed for the future benefit of the gas system or to improve pressure. When an extension requires a gas main in excess of two (2) inches in diameter or one made of steel, the Clarksville Gas Department will pay the difference

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between the cost of a two-inch polyethylene gas main and the actual cost of the new gas main to be installed.

All gas main extensions, additions, or improvements shall become the property of the Clarksville Gas Department, as they are installed, even though all or some part of the cost thereof is paid by parties other than the Clarksville Gas Department.

- (j) New subdivisions City of Clarksville: The gas department will install distribution mains within new subdivisions if an agreement between developer, home builder, and the gas department can be finalized, guaranteeing that a sufficient number of housing units will be installed to meet the following requirements:
 - i) Housing units will meet the definition of base-load gas installation.
 - ii) Housing units will be constructed within piped areas designated for natural gas use.
 - iii) A minimum of one housing unit will use natural gas for each three hundred (300) feet of main installed to serve the subdivision.
 - iv) Certain areas within the subdivision may be designated for natural gas use.

The manager gas division and/or the general manager of Clarksville Gas and Water can approve exceptions or variances to these requirements.

- (k) The manager gas division and the general manager of [Clarksville] Gas and Water shall only authorize service to subdivisions outside the City of Clarksville where it is an economical advantage to the City of Clarksville to do so. Service to subdivisions that is not economically advantageous to the City of Clarksville, but may have other advantageous value, may be approved by the gas, water and wastewater committee of the city council. Service lines into subdivisions shall be installed under the guidelines set previously in this policy.
- (l) The gas department, at its discretion, may install segments of distribution piping that would be an asset for future development. The gas department reserves the right to refuse service to any customer under this policy who is remotely located from existing facilities that service would not be economically feasible.
- (m) Refund policy:
 - i) Customers who make contributions in aid of construction shall not be entitled to refunds from main extensions (for additional customer additions to main) under the new main extension policy.
 - ii) Refunds for customers who made contributions in aid of construction prior to the new main extension policy and Ord. No. 7-1997-98, but after Ord. No. 4-1990-91, will be due refunds as follows:
 - (1) Customers who make contributions in aid of construction shall be entitled to refunds, if within three (3) years after construction additional customers services are connected to their specific gas main extension. In no case shall the customer making the payment be refunded more than he paid. The amount of the refund shall be two hundred dollars (\$200.00) for each additional total gas customer and one hundred dollars (\$100.00) for each less than total gas customer. If more than one customer makes contributions in aid of construction, the total refund shall be proportionately divided according to the original contributions.

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- (2) There shall be no duplication of reimbursements, i.e., customers added to additional extensions of a gas main shall be a part of a separate contract and not included in calculating reimbursements for the initial extension.
 - (3) The previous policy and its reimbursement features are effective only for mains that are extended subsequent to the effective date of Ord. No. 4-1990-91 and prior to this new main extension policy and Ord. No. 7-1997-98.
 - (n) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.
- (12) Oakland Road Drainage Basin:
- a) In addition to the current connection fee authorized under this section 1-9, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is assessed. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be two hundred seventy-five dollars (\$275.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes, the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.
 - b) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or

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	portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- c) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Oakland Road Drainage Basin Improvements Project. The fee shall be collected until such time as CGW has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

Sec. 1-10. - Compliance with building code required.

No water, gas, or sewer service from CGW's distribution system shall be made available to any buildings hereafter constructed within a radius of five (5) miles of the corporate limits that do not conform to the city's building code. All private gas, water, and sewer services, for any buildings, to include residential structures, served by the CGW's distribution or collection systems, shall be inspected by the City of Clarksville's building codes department.

Sec. 1-11. - Water and sewer rates; basis for charges; surcharges.

- (1) *Water rate schedules.* Usage fees shall be charged in accordance with water rate schedule A, section I. A customer charge, or meter fee, shall be charged each month based on meter size in accordance with rate schedule A, section II. This fee is to be charged to each water customer in addition to their normal water usage and without regard to the volume of water used by the customer.

The following definitions shall be used to determine the applicable rate code:

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Commercial service and small industrial means customers engaged in selling, warehousing, or distributing a commodity or service in some business activity or profession or in some other form of economic or social activity. For example, and not by way of limitation, all local, state and federal governmental agencies, any organizations or institutions whether profit or non-profit, with uses other than those involving industrial or residential requirements are classified as commercial customers. Also included are offices, stores, schools, dormitories, hotels, restaurants, apartment houses, religious institutions, orphanages, clubs, boarding and rooming houses, communes, motor courts, camps, and rehabilitation organizations.

Industrial service means customers primarily engaged in a process that creates or changes raw or unfinished materials into another form or product, including the generation of electric power and who's usage exceeds a minimum of seven hundred fifty thousand (750,000) gallons of water per month as averaged over the previous twelve (12) months. Should the usage fall below seven hundred fifty thousand (750,000) gallons per month the customer shall be reclassified as a commercial service and small industrial customer and charged accordingly. The customer will be eligible for reclassification following twelve (12) consecutive months of water usage in excess of seven hundred fifty thousand (750,000) gallons of water per month.

Residential service means single private residences, including separate private units of apartment houses and other multiple dwellings, actually used for residential purposes. A residential dwelling shall be considered commercial if in the water department's judgment such dwelling and/or usage is identifiable as being used primarily (more than fifty (50) percent) for business or professional purposes.

WATER RATE SCHEDULE A WATER RATES AND FEES

Section I. Usage Fees (per 1,000 gallons):

Effective July 1, 2024		
Residential	(Inside city)	\$4.45
	(Outside city)	\$7.80
Commercial	(Inside city)	\$4.45
	(Outside city)	\$7.80
Industrial	(Inside city)	\$5.50
	(Outside city)	\$7.80

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Section II. Customer charge (per month):

Effective July 1, 2024	
Meter Size	
Up to ¾"	\$9.00
1"	\$15.00
1½"	\$30.00
2"	\$47.00
3"	\$90.00
4"	\$145.00
6"	\$290.00
8"	\$465.00
10"	\$665.00
12" or larger	\$1245.00

- (2) *Basis for sewer charges.* The volume of water usage shall be the basis for sewer usage charges unless special metering is installed by the customer, with the prior approval of CGW, to otherwise determine the volume of water that is being discharged to the sewer. The customer shall be responsible for the maintenance and accuracy of said meter. In the event of a discrepancy in the volume of wastewater metered by said device, the combined volume of potable water measured during the billing period shall be used as the basis for the sewer charges.
- (3) *Sewer rate schedules.* The charge for sewer usage or availability shall be in accordance with the following rate schedules:

SEWER RATE SCHEDULE

Usage Fees (per 1,000 gallons):

For residential, commercial, and small industrial customers:

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Effective July 1, 2024	
Within city	Outside city but served directly by city
\$ 8.14	\$14.24

The minimum bill per month shall be based on two thousand (2,000) gallons.

All customers using a minimum of three hundred thousand (300,000) gallons of water per month shall be considered industrial customers.

For industrial customers:

Effective July 1, 2024	
Within city	Outside city but served directly by city
\$ 8.14	\$14.24

The minimum monthly bill for the industrial rate will be based on three hundred thousand (300,000) gallons.

- (4) *Surcharge.* The surcharge for persons discharging excessive quantities and concentrations as established in the sewer use ordinance shall be as follows:

*Surcharge
per pound*

BOD in excess of 300 mg/l\$0.08

Suspended solids in excess of 325 mg/l0.08

Oils and grease in excess of 100 mg/l0.08

- (5) *Review of charge system.* The water and sewer use charge system shall be reviewed annually by CGW and revised periodically by the Clarksville Gas & Water Board as required in order to generate sufficient revenue to pay for the cost of operation, maintenance, and replacement of the water and sewer systems.
- (6) *Environmental compliance fee.* Each sewer customer shall be charged an environmental compliance fee of five dollars (\$5.00) per month. This fee is to be charged to each sewer customer in addition to their normal sewer usage and without regard to the volume of sewerage generated by the

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customer. It is intended to generate funds to offset mandated environmental expenses of the sewer system that do not otherwise lend to generating revenues.

- (7) *Backflow prevention testing fee.* Each commercial, industrial and residential customer who is required under section 8-407 to install and maintain a backflow prevention device shall be charged a backflow prevention testing fee per device that recovers the costs incurred by CGW in conducting the tests. This fee will apply to new and annual backflow prevention tests. The first re-inspection of failed backflow tests will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.
- (8) *Grease management inspection fee.* Each customer who is required under section 13-702 to install and maintain a grease trap and/or inceptor shall be charged a grease management inspection fee per device that recovers the costs incurred by CGW in conducting the tests. This fee will apply to new, semi-annual and annual inspection. The first re-inspection of a failed inspection will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

Sec. 1-12. - Bill payment; late payment penalty; account deactivation/reactivation service fee.

- (1) Charges for gas, water, or sewer services shall be due as shown on a customer's bill and payable at the Clarksville Gas and Water Department. If a customer's account balance is not paid in full by the due date of the bill, a ten (10) percent late payment penalty shall be assessed. Thereafter, if a customer's account balance is not paid in full by the final payment date of the bill, the customer's account will be deactivated. Thereafter, no gas or water will be furnished to the customer until the customer has paid all amounts due for gas, water, or sewer service, plus any applicable service fee(s) and/or deposit(s) for reactivating the customer's account. The department shall be entitled to recover all costs of collection of delinquent accounts, including attorney fees.
- (2) Upon request of a customer, the general manager of the department, or his/her designee(s) established in writing, may agree to extend a customer's bill payment by fourteen (14) days from their scheduled last day to pay in order to avoid interruption of service. Two (2) payment extensions per account may be allowed per twelve-month period; however, a second extension may not be used concurrently with a previously agreed-to extension. All appropriate fees shall apply for payment extensions. Customers enrolled in budget billing or have an outstanding return item shall not qualify for payment extensions. If an extended bill payment remains unpaid after the fourteen-day extension, all additional fees, penalties, etc. shall apply and the customer shall not be eligible for further payment extensions.
- (3) Notwithstanding the forgoing, the State of Tennessee and its political subdivisions and departments, the Federal Government and its departments (to include, but not limited to the Department of Defense and the Department of the Army) shall pay in full by the due date of the bill, being 30 days following the calculation of such, or as otherwise may be agreed upon by the city and the other governmental entity in a written agreement.

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Sec. 1-13. - Bill adjustments for water and/or gas leakage, installment plans, lawn watering, pool filling, etc.

CGW may adjust bills as circumstances require, using the minimum cost established by audit and/or calculations as described below:

- (1) *Water leakages.* Upon application of a customer, CGW may make adjustments to a customer's sewer bill for water leaks occurring through the customer's piping, in cases where it can be determined that said water leakage did not actually enter the sewer system. Adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Two (2) adjustments per twelve (12) month period may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The general manager, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's bill in cases involving a leakage adjustment. No water leakage installment plan shall continue for longer than six (6) calendar months. Prior to making any such adjustment and/or installment plan, the customer shall be required to provide documentation to prove that the leak has been repaired.
- (2) *One-time high water bill installment plan.* Upon application of a customer, the general manager, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's water bill in cases involving unexplained water usage five (5) times the previous twelve (12) months monthly average usage. One (1) installment plan per account may be allowed per twelve (12) month period, which may include a maximum of two (2) consecutive billing cycles. No one-time high water bill installment plan shall continue for longer than six (6) calendar months.
- (3) *Back billing installment plan.* Upon application of the customer, the general manager, or his/her designee(s) established in writing, shall approve an installment plan for payment of a customer's water bill in cases involving back billing of previously unbilled usage. A back billing installment plan shall be allowed for a period of time equal to, but no longer than, the determined extent of time taken to accrue the calculated amount of unbilled usage.
- (4) *One-time lawn watering.* Upon application of a customer, the general manager, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of establishing the lawn of a newly constructed home or re-establishing the lawn of an existing home. One adjustment may be allowed for the contractor, during construction of said home, and one for the customer, after account has been transferred into said customer's name. This adjustment is only valid within the first year of owning a newly constructed home or re-establishing the lawn of an existing home. In instances of re-establishing the lawn of an existing home, proof of purchase of seed or sod must be provided.
- (5) *Pool filling.* Upon application of a customer, the general manager, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of filling a swimming pool. One (1) adjustment per calendar year may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The meter-readings at the beginning and conclusion of the pool filling or the gallon capacity of the pool shall be requested from the customer. In the event that the customer cannot provide this information, adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the

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customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Fish ponds, hot tubs, kiddie pools, fountains, pet or animal waterers, power washers, and like types of structures and/or uses are excluded from qualification for this adjustment.

- (f) *One-time pool repair.* Upon application of a customer, the general manager, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for additional water used in association with a swimming pool repair. As one adjustment may be allowed per customer and location, a change in customer's service location shall renew qualification for this one-time adjustment. Proof or documentation of repair must be provided.
- (g) *Gas leakages.* There shall be no adjustment made to a customer's gas bill for natural gas leaks. In cases where the gas service is off, locked, and the service valve does not hold, the gas charge may be adjusted off by the general manager, or his/her designee(s) established in writing.

Sec. 1-14. - Authorization for pass through adjustment.

The finance division manager and the gas division manager of CGW are authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the CGW gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that CGW adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the CGW monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our CGW gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

Sec. 1-15. - Gas services.

- (1) *Availability.* Gas shall be available to any customer where CGW's distribution mains are suitable for supplying the desired service. A building, for purposes of gas service, shall be considered nonresidential which has more than four (4) units. Commercial and industrial customers will be supplied only through a single metering point. The commercial and industrial rate shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter. The High Load Factor rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less

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than fifty (50) percent of the use of gas during the month of greatest consumption. CGW reserves the right to place customers in the appropriate rate schedule based on usage history. CGW reserves the right to refuse newly requested rate schedules to any existing or potential customer in any instance that said rate schedule may result in a negative financial impact for CGW.

- (2) *Gas rate schedules.* A usage charge for all customer classes, except for firm transportation, shall be charged in accordance with gas rate schedule A, section I. A meter charge, or meter fee, shall be charged for all customer classes, except for firm transportation, in accordance with gas rate schedule A, section II. This fee is to be charged to each gas customer in addition to their normal gas usage and without regard to the volume of gas used by the customer. For firm transportation, a usage charge, a demand charge, and a meter charge shall be charged in accordance with gas rate schedule A, section III. A commodity charge for all customer classes, except for interruptible and firm transportation, shall be based on the actual cost of gas.

GAS RATE SCHEDULE A GAS RATES AND FEES

Section I. Usage Charge (per 100 cubic feet):

Current through to June 30, 2026		
Residential	(Inside city)	\$0.12
	(Outside city)	\$0.13
Commercial & Industrial	(Inside city)	\$0.155
	(Outside city)	\$0.185
Firm governmental entity, public or private utility or utility cooperative		\$0.04
WACOG		\$0.05
Interruptible transportation		\$0.055
High load factor		\$0.07

Effective July 1, 2026 to June 30, 2027		
Residential	(Inside city)	\$0.14

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	(Outside city)	\$0.14
Commercial & Industrial	(Inside city)	\$0.155
	(Outside city)	\$0.185
Firm governmental entity, public or private utility or utility cooperative		\$0.04
WACOG		\$0.06
Interruptible transportation		\$0.065
High load factor		\$0.08

Effective July 1, 2027		
Residential	(Inside city)	\$0.16
	(Outside city)	\$0.16
Commercial & Industrial	(Inside city)	\$0.16
	(Outside city)	\$0.19
Firm governmental entity, public or private utility or utility cooperative		\$0.04
WACOG		\$0.07
Interruptible transportation		\$0.07
High load factor		\$0.09

Section II. Meter charge:

Current through to June 30, 2026

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Residential	(Inside city)	\$14.00
	(Outside city)	\$19.00
Commercial & Industrial	(Inside city)	\$39.00
	(Outside city)	\$46.00
Firm governmental entity, public or private utility or utility cooperative		\$200.00
WACOG		\$510.00
Interruptible transportation		\$510.00
High load factor		\$400.00

Effective July 1, 2026 to June 30, 2027		
Residential	(Inside city)	\$15.00
	(Outside city)	\$19.50
Commercial & Industrial	(Inside city)	\$39.50
	(Outside city)	\$48.00
Firm governmental entity, public or private utility or utility cooperative		\$200.00
WACOG		\$520.00
Interruptible transportation		\$520.00
High load factor		\$460.00

Effective July 1, 2027		
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Residential	(Inside city)	\$16.00
	(Outside city)	\$20.00
Commercial & Industrial	(Inside city)	\$40.00
	(Outside city)	\$50.00
Firm governmental entity, public or private utility or utility cooperative		\$200.00
WACOG		\$530.00
Interruptible transportation		\$530.00
High load factor		\$530.00

Section III. Firm Transportation Usage Charge, Demand Charge, & Meter Charge:

Current through November 30, 2026	
Usage charge <i>(per 100 cubic feet)</i>	\$0.05
Demand charge <i>(per 100 cubic feet)</i>	\$0.17
Meter charge	\$572.00

Effective December 1, 2026 to November 30, 2027	
Usage charge <i>(per 100 cubic feet)</i>	\$0.055
Demand charge <i>(per 100 cubic feet)</i>	\$0.17
Meter charge	\$610.00

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Effective December 1, 2027	
Usage charge (<i>per 100 cubic feet</i>)	\$0.06
Demand charge (<i>per 100 cubic feet</i>)	\$0.17
Meter charge	\$650.00

- (3) *Minimum bill.* For all services rendered, the minimum bill shall be equal to the monthly meter charge as applicable to each customer class per meter. The demand charge for firm transportation customers shall be as set forth in section 1-16(1)(c).

Sec. 1-16. - Firm and interruptible transportation.

(1) *Firm transportation.*

- (a) *Availability:* To be eligible for firm transportation service under this section, customers must meet each of the following criteria:
- (i) The distribution mains owned and operated by the department must be suitable for supplying the desired service;
 - (ii) The customer must take deliveries of all gas at a single meter;
 - (iii) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas;
 - (iv) The customer must have executed a written notice of election to receive firm transportation service under this ordinance for a minimum term of twelve (12) months;
 - (v) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of firm transportation service to eligible customers; and
 - (vi) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.
- (b) *Rates:* For each month of service provided during the term of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that agreement and under section 1-15(2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.
- (c) *Minimum bill:* For service rendered under this section, the minimum monthly bill shall be the monthly demand charge as set forth in section 1-15(2) and shall be applied to the level of the

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customer's maximum daily quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that agreement.

- (d) *Contract period and billing:* Contracts shall be for a minimum period of one (1) year. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without CGW's written permission during the contract period.

2) *Interruptible transportation.*

- (a) *Availability:* To be eligible for interruptible transportation service under this section, a customer must meet each of the following criteria:
 - (i) The distribution mains owned and operated by CGW must be suitable for supplying the desired service and must not displace firm load;
 - (ii) The customer must take deliveries of all gas at a single meter;
 - (iii) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to one hundred (100) percent of the customer's requirements immediately upon oral notice from CGW, and after such curtailment to refrain from increasing the use of gas until permitted to do so by CGW;
 - (iv) The service is not available for residential load;
 - (v) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas at its plant when not curtailed by CGW;
 - (vi) The customer must have executed a written notice of election to receive interruptible transportation service under this ordinance for a minimum term of twelve (12) months;
 - (vii) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by CGW for use by CGW in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
 - (viii) The customer must have paid CGW a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by CGW at the customer's meter. Such fee shall be true-up based on actual cost incurred by CGW with any overpayment being reimbursed to the customer and any underpayment being due CGW.
- (b) *Minimum bill:* For service rendered under this interruptible transportation rate schedule, the minimum monthly bill shall be as set forth in section 1-15(2). However, in order to remain eligible for service under this ordinance, the customer must maintain the minimum volume requirements for the availability of interruptible transportation service set forth in this section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, CGW may terminate the availability of service under this ordinance.
- (c) *Contract period and billing:* Contracts shall be for a minimum period of one (1) year with monthly payment for service taken. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without CGW's permission during the contract period.

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- (d) *Penalty for unauthorized use:* In the event a customer uses gas in excess of the daily volume allowed by CGW during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between CGW and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.
- (e) *Daily transportation balancing charges:* Customer shall pay a daily transportation balancing charge to CGW as set forth in the Natural Gas Interruptible Transportation Agreement between CGW and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day. Customer understands and acknowledges that any takes of gas by customer at its plant on any day that are at variance with customer scheduled quantities on TGP for that day shall be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and Clarksville's Rate Schedule FT G service agreement with TGP and are subject to the daily load balancing provisions set forth in Section 8 of that rate schedule. As a result, any variance between the quantities of gas redelivered to customer as measured at the meter at customer plant, plus shrinkage, and the quantities of gas scheduled by customer on TGP for delivery to Clarksville, will be automatically injected into or withdrawn from Clarksville's contract storage under its FS MA firm storage agreement with TGP, as applicable for under takes or over takes, respectively. Accordingly, Clarksville shall charge and customer shall pay the daily transportation balancing charges set forth in Section 4.2 of the agreement as compensation to Clarksville for performance of this daily balancing service. The parties understand and recognize that customer intends to schedule on TGP for delivery to Clarksville daily transportation quantities at the beginning of each month that are somewhat in excess, but not greater than ten (10) percent in excess, of customer projected average daily use of gas at the plant, exclusive of shrinkage. It is the parties' intent that through this scheduling protocol, customer shall not at any time take gas supplies owned by Clarksville through automatic withdrawals from Clarksville's FS MA storage or otherwise. In the event customer on any day takes gas in excess of its scheduled quantities and it has not previously built up a balance of gas in Clarksville's FS MA storage sufficient to serve such takes as required by Section 2.4(a) of the agreement, Clarksville shall charge customer a penalty of five dollars (\$5.00) per Mcf in addition to any gas commodity cost, without limitation as to other rights and remedies that Clarksville may have under this agreement. Likewise, if on any day Clarksville takes gas belonging to customer, customer shall charge Clarksville a penalty of five dollars (\$5.00) per Mcf, without limitation as to other rights and remedies that customer may have under this agreement. In addition, customer shall not schedule gas on TGP for delivery to Clarksville in excess of its requirements at the plant such that the cumulative total of gas injected into storage less gas withdrawn from storage exceeds five (5) percent of customer average monthly requirements. In the event customer does so, Clarksville shall charge customer a penalty of fifty cents (\$0.50) per Mcf of such excess gas injected into storage each day such excess remains in storage. Such charges shall be in addition to all other remedies that Clarksville has and actions Clarksville may take to bring customer back into balance under this agreement.
- (f) *Monthly gas balancing charges:* Monthly balancing of quantities of gas owned by the customer and delivered to CGW and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between CGW and the customer.
- i) The customer understands and recognizes that while variances between customer takes of gas as measured at the meter at its plant, plus shrinkage, and customer scheduled quantities

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on TGP for delivery at Clarksville's city gate are to be balanced daily under the agreement with respect to the swing transportation and storage service described in Section 2.4(a) of the agreement, and that the resulting daily transportation balancing charges under Section 4.2 of the agreement shall be assessed accordingly, balancing of the quantities of gas consumed by customer, plus shrinkage, and the quantities of gas scheduled for delivery on Clarksville's system by customer shall be performed monthly, not daily. This monthly balancing of the applicable quantities of gas shall be performed in accordance with the provisions of Section 4.3 of the agreement.

- ii) The charges and other provisions set forth in Section 4.3 of the agreement shall apply (a) if customer in any month has delivered more gas to Clarksville at Clarksville's city gate than customer has taken at the point of delivery exclusive of shrinkage (a "positive imbalance") or (b) if customer in any month has delivered less gas to Clarksville's city gate than customer has taken at the point of delivery, plus shrinkage (a "negative imbalance"):
 - (1) *Positive imbalances.* If customer at the end of any month has a positive imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to customer at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect (i) to deliver the positive imbalance amount to customer during the next ensuing month or (ii) to pay customer a cash out amount equal to the "low price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (D), as amended.
 - (2) *Negative imbalances.* If customer at the end of any month has a negative imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to require customer to make up the imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect to require customer (i) to make up the negative imbalance in kind during the next ensuing month or (ii) to pay Clarksville an amount equal to the "high price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (C), as amended.
 - (3) *Notification.* At least ten (10) days prior to the end of any month, Clarksville shall notify customer by telephone and by fax which imbalance settlement option it has elected for the following month. Once a method has been selected, it will remain in place until further notice.

Sec. 1-17. - Governmental entity, utility, or cooperative.

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To be eligible for firm sales service under this chapter, a governmental entity, public or private utility or public utility cooperative shall meet the following criteria:

- (1) The distribution mains owned and operated by CGW must be suitable for supplying the desired service; and
- (2) The customer must be a governmental entity, a public or private utility, or a utility cooperative who enter into and executes a written firm natural gas sales agreement with the City of Clarksville.

Sec. 1-18. - Weighted average cost of gas, interruptible service (WACOG).

- (1) *Availability.* The WACOG interruptible gas service rate shall be available for eligible governmental entities, public or private utilities, utility cooperatives, and commercial or industrial customers for all purposes where CGW 's distribution mains are suitable for supplying the desired service. CGW shall establish guidelines to determine customer eligibility for this service. The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from CGW and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by CGW. It is understood and agreed that CGW will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with CGW 's verbal notice of curtailment.
- (2) *Rate.* The rate shall be as described in City Code section 1-15(2). Upon the recommendation of the general manager/department head of the gas and water department, the mayor shall have the authority to, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the WACOG natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section as the department and the mayor deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not served by the department.
- (3) *Minimum bill.* For services rendered under the WACOG rate, the minimum monthly bill shall be equal to the monthly meter charge for WACOG customers as listed in section 1-15(2).
- (4) *Contract period and billing.* Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.
- (5) *Penalty for unauthorized use.* In the event a customer uses gas in excess of the daily volumes allowed by CGW during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

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Secs. 1-19. - Voluntary designation of money to fund recreational programs, etc. as option on utility bill.

As part of its billing procedures, CGW shall provide a method by which persons who receive services from CGW may voluntarily designate an amount of money in excess of one dollar (\$1.00) to fund recreational programs, facilities, and activities in the City of Clarksville.

If a customer indicates a willingness to contribute any amount pursuant to this section, the amount designated by the customer shall be billed to the customer in the next billing cycle, and shall be remitted to, separately maintained and accounted for in the recreation special revenue fund in accordance with the provisions of Ordinance No. 61-1997-98.

Failure of a customer to honor any commitment made pursuant to this section shall not be grounds for termination of any services to the customer, nor shall CGW pursue collection of any unpaid pledges by any manner whatsoever.

CGW is authorized to charge and collect an administrative fee for implementation of the provisions of this section in an amount not to exceed \$0.10 (ten cents) per transaction. For purposes of this section, "transaction" shall include any activity undertaken by CGW to record an individual's intention to contribute to, and collect and remit any monies received in connection with such pledges.

Sec. 1-20. - Natural gas interruptible transportation agreement—Modifications.

CGW, the general manager, and Clarksville Gas & Water Board shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas interruptible transportation agreement entered into between CGW and a specific industrial end use consumer that is eligible for and has elected to receive interruptible transportation service as CGW, the general manager, and Clarksville Gas & Water Board deem necessary to induce such consumer to locate plant facilities in the CGW service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the CGW service area, rather than locating such plant facilities or plant expansions in other locations not served by CGW.

Sec. 1-21. - Sewer backup claims.

- (1) *Purpose.* This section establishes the CGW policy and procedures pertaining to payment of claims for sewer backups.
- (2) *Definitions.* As used in this section, "sewer backup" means any backup of sewage from the CGW owned and maintained sewer system. "Sewer backup" does not include storm water drainage system backups.
- (3) *General responsibility for maintaining sewer service lines.* CGW is responsible for maintaining sewer lines, sewer mains, manholes, pump stations and force mains located within or on rights-of-way, easements, and city owned property. Maintenance of sewer service lines from the CGW owned sewer system to a property owner's structure is the responsibility of the property owner.

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- (4) *Payment of claims caused by sewer backup.* Subject to any order of a court or administrative tribunal of competent jurisdiction, and in accordance with and to the extent allowed by law, CGW shall not be responsible for, shall not assume any liability for, and shall not pay any sewer service customer's claim for any damages or costs, direct or indirect, of whatever kind or nature whatsoever, associated in any manner with any sewage backup or blockage onto private property, unless such damages are caused by: (a) a dangerous or defective condition of the city sewer system located on land owned or controlled by the city, to include city rights-of-way and easements, and which such dangerous or defective condition CGW had actual or constructive notice of prior to the occurrence of the sewer backup damage(s); or (b) the negligence of any CGW employee(s) acting within the scope of his employment, except as otherwise provided by law. It shall be the responsibility of the sewer service customer making a claim to submit sufficient and satisfactory evidence as determined by the city risk manager or city attorney to substantiate the claim.
- (5) *Procedure.* A CGW customer seeking to make a claim for sewer backup damages will be advised to submit a written claim to the city risk manager using claim forms as adopted by the risk manager. All claims must be filed within thirty (30) days of the incident/occurrence giving rise to the claim. The risk manager shall investigate the claim and may review same with the general manager, or his/her designee(s), and such others as the risk manager may determine appropriate, and may consult with the city attorney, and shall thereafter deny the claim, or approve payment of the claim in whole or in part, as is appropriate under the law and facts of each case and as consistent with the provisions herein, but any payment made shall not exceed the amount permitted by law. The risk manager authority to approve claim amounts shall be the same as that provided in the city internal service fund policy, and the city attorney shall have authority to approve the payment of any claim exceeding the authority of the city risk manager to the same extent as provided in the city internal service fund policy, and the Clarksville Gas & Water Board shall have authority to approve payment of any claim exceeding the authority of the city attorney as established in the city internal service fund policy.

Sec. 1-22. - Authority to negotiate terms and to contract with large industrial consumers of large volumes of natural gas.

Notwithstanding any other provisions in the Official Code of the city to the contrary, CGW, shall have the authority to negotiate individual contracts with large industrial or business consumers of natural gas, pertaining to the provision, sale and/or transportation of large volumes of natural gas, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of natural gas service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the Clarksville Gas & Water Board. Only those customers with a minimum annual average usage or expected usage of three thousand (3,000) dekatherm per day shall be eligible for consideration under this provision. This provision shall not be construed to require the city to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any natural gas customer.

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Sec. 1-23. – Fee for reservation of water and sewer capacity; authority to negotiate reservation fees and terms and to contract with consumers of large volumes of water and/or producers of large volumes of sewer.

- (1) CCW shall charge large industrial or business consumers of large volumes of water and/or producers of large volumes of sewer a fee for the reservation of water and sewer system capacity. The general manager, or his/her designee(s) made in writing, shall have authority to establish per gallon per day water and sewer reservation fees. Said fees shall be calculated based on contracted bid amounts and/or estimates of future capital improvement projects and/or in association with completed cost of service studies and large industrial or business consumers' estimated and/or actual water usage and/or sewer collection in relation to CGW's overall water and/or wastewater system capacity. Water and sewer system capacity reservation fee amounts may or may not differ individually from one another. Large industrial or business consumers shall be defined as customers with an annual average usage and/or collection or expected usage and/or collection equal to or exceeding 25,000 total gallons per day at one production, consumption, and/or collection location.
- (2) Notwithstanding any other provisions in the Official Code of the city to the contrary, CGW shall have the authority to negotiate individual contracts with large industrial or business consumers of large volumes of water and/or producers of large volumes of sewer, pertaining to the provision, collection, service, and/or sale of, and/or capacity reservation fees, but not rates, in association with, large volumes of water and/or sewer, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of water and sewer service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the Clarksville Gas & Water Board. Usage rates for water and sewer, as specified in other sections of these policies and procedures pertaining to such, shall remain unnegotiable. This provision shall not be construed to require CGW to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any water and/or sewer customer.

Sec. 1-24. - Advertising, Logos, Emblems, etc. on City Water Tower Tanks Prohibited Except for Governmental Entities

The painting of any advertising, logos, emblems, letters, numbers, messages, etc. pertaining to any private company, business, or product(s) on any CGW owned or leased water tower tank, or the placing of any signage or "wraps" thereon, is prohibited, except that the City, upon written interlocal agreement or contract between the parties, and upon approval of same by the City Council by resolution, may allow such advertising, logos, emblems, etc. pertaining to governmental entities, to include, but not limited to, local public schools, Austin Peay State University or any successor, or the military forces of the United States or the State of Tennessee, or veterans service organizations incorporated or chartered by the state or federal government.

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Chapter 2 - WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS

Sec. 2-1. - Generally.

- (1) *Plans required.* Any person desiring to have water and/or sanitary sewer service made available to a particular area or subdivision shall have detailed plans of the proposed system prepared by a person qualified under the terms of the act creating for the State of Tennessee a state board of architectural and engineering examiners and amendment to the registration law passed in the Tennessee Legislature on February 10, 1970, and shall have the necessary professional seal affixed.
- (2) *Plans to conform to city standards.* The plans of the proposed water and/or sanitary sewer systems shall conform to the regulations and specifications of CGW and shall have the approval of the city engineer written thereon.
- (3) *Approval by state agency.* The plans shall meet the designs standards of the Tennessee Department of Environment and Conservation. Approval of the plans must be obtained from the Tennessee Department of Environment and Conservation except cases where CGW has been delegated this authority by the Tennessee Department of Environment and Conservation, the city engineer may approve such plans and may collect a plans review fee as established by the public utilities committee, said fee not to exceed the fee that would otherwise be required and charged by the Tennessee Department of Environment and Conservation.
- (4) *Permit.* A permit shall be issued by the city engineer to persons qualified and having a thorough knowledge of utility construction for extensions of and connections to the water and/or sanitary sewer systems of CGW including services. This work shall be inspected by the city, and only after the work has been inspected and all irregularities corrected will the system or lines be served by CGW.
- (5) *Cost breakdown; as-built plans.* Upon acceptance of the water and/or sanitary sewer system by the city engineer, the person designing the system or the owner shall furnish the city an itemized cost breakdown of the components of the system and a set of "as-built plans," showing in detail the location of all lines, line sizes, service connections, valves, fire hydrants, manholes, etc. Until these costs and plans are received, service to the system will be denied.
- (6) *Changes.* No changes in construction from that as shown on the plans approved by CGW will be allowed without written permission.
- (7) *Taps.* CGW shall make all taps for water service lines, and all sanitary sewer laterals, not larger than six (6) inches, on water and sanitary sewer mains that are accepted and owned by CGW.
- (8) *Excavations.* All excavations for the installation, replacement, or repair of water service lines or sanitary sewer laterals located in the paved portions of streets, roads or highways maintained by the City of Clarksville, Montgomery County, or the State of Tennessee shall be backfilled entirely with crushed stone.
- (9) *Tapping fees.* There shall be charged and collected the cost of all taps made by CGW and the cost of all service lines or laterals that have been installed by CGW prior to any person connecting thereto.
- (10) *CCTV inspection fee.* There may be a fee established by the general manager, or his designated representative, and approved by the Clarksville Gas & Water Board for the cost of closed circuit

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television inspections and other equipment necessary to perform closed circuit television inspections of sewer lines.

- (11) *Maintenance.* Each customer/owner shall be responsible for the normal routine maintenance and inspection of the sanitary sewer service line serving the property from the building to the point where it connects to CGW's main sewer. In cases where the customer or customer's plumber cannot clear the line outside of the customer's property by normal sewer rodding methods or it becomes necessary to replace the noted portion of service line, CGW will assume responsibility for major maintenance, repair, or replacement of that applicable portion of the sewer service from the city sewer main to the point it crosses onto the owner's property. Each customer/owner is required at his expense to repair/replace the domestic sanitary sewer service if found defective by CGW during inspections of the sanitary sewer system. CGW will give written notification of the defective sanitary sewer service to the person responsible under this section for the repair/replacement of the defective domestic sanitary sewer service. Correction shall be made within sixty (60) days after notification. If the correction has not been made within sixty (60) days following the date of notification, CGW shall assess a fine in accordance with the general penalty clause of the Clarksville City Code for each day that the repair/replacement has not been made or terminate the water service to the residence.
- (12) *Exceptions to permit requirement.* No permit will be required for work done by employees of CGW or by persons having a contract to do such work with CGW.
- (13) *Penalty for illegal connections.* Any person who without the knowledge of CGW connects to any water and/or sanitary sewer line, or appurtenance thereto that is owned and operated by CGW shall be guilty of a misdemeanor, and in addition to pecuniary penalties provided in the general penalty clause of the Clarksville City Code.

Sec. 2-2. - Connection with the city system and execution of agreements.

Upon the execution of agreements and delivery of the conveyance provided herein, CGW shall:

- (1) *Connectors.* Permit the distribution/collector system and/or trunk lines to be connected with the CGW's water and/or sewer system and be serviced by the distribution/collector system and/or trunk lines after the installation of CGW-owned water meter for each service.
- (2) *Charges.* Charge for water and/or sewer service at the rate being charged other customers in similar locations.
- (3) *The developer of the water and/or sewer system shall be responsible for all costs associated with the water and/or sewer infrastructure or improvements, including both on-site and off-site cost. CGW may require that water and/or sewer infrastructure or improvements be designed and installed larger or differently than that immediately necessary (upgrade) to serve the subdivision or area under development in order for any utility or service to be extended to other developments or areas in the future. Any reimbursement of the cost of the upgrades shall be in accordance with local, state, and federal laws and regulations.*
- (4) *Pump stations and force mains are not allowed if the development can be served by the extension of gravity sewer.*

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- (5) Should the development require any existing water and/or sewer infrastructure or improvements be upgraded, the developer will be responsible for all of the costs associated with the upgrade to the existing infrastructure or improvements. No reimbursement of any type will be made.

Sec. 2-3. - Areas serviced outside the city.

CGW shall be under no obligation to enter into any contract for, or to provide, any water or sewer system or service outside the city limits; however, in areas outside the city limits where CGW has utility service rights, the general manager of the department of gas and water, or his/her designee(s) made in writing, may approve the extension of water or sewer service when sufficient capacity exists, or can be feasibly made to exist, and when the extension will benefit the city by increased revenues or the avoidance of future system costs required by annexation. Requests for extension of city water or sewer systems or service outside of city limits shall be made by submittal of construction plans depicting said proposed extension(s) to CGW. CGW shall review the submitted plans and make a decision to approve or disapprove the plans. If approved, said approval shall be for a period of one (1) year beginning on the approval date stamped on the construction plans. An applicant's failure to start construction within one (1) year of approval of construction plans by CGW shall render the prior approval of extension of water or sewer service null and void. All standards for plans submission, construction, and reimbursement shall be the same as for developments within the city; however, all water and sewer usage rates shall be at the outside-of-city rates.

Chapter 3 - SEWERS AND SEWAGE DISPOSAL

Sec. 3-1. - Definitions.

Unless the context specifically indicates otherwise, the meanings of the terms used in this chapter shall be as follows:

- (1) *Abnormal wastes* shall mean any waste having a suspended solids, BOD, or EPA Method 1664A n-Hexane extraction materials content or any other parameter in excess of that normally found in municipal sewage and having any wastes containing materials in concentrations that are incompatible with the waste water system. Any waste that contains more than three hundred twenty-five (325) mg/l of suspended solids or has a BOD in excess of three hundred (300) mg/l or a n-Hexane extraction materials content in excess of one hundred (100) mg/l shall be considered an abnormal industrial waste. Further, wastes containing toxic or poisonous substances in concentrations greater than those permitted by EPA rules and regulations shall be considered abnormal industrial wastes.
- (2) *Act* shall mean the Water Pollution Control Act Amendments of 1972 as amended, Public Law 92-500.
- (3) *Best management practices (BMPs)* shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 13-702 of the Clarksville City Code. BMPs include treatment

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requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

- (4) *Building drain* shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- (5) *Building sewer* shall mean the extension of the building drain to the public sewer or other place of disposal.
- (6) *Combined sewer* shall mean a sewer receiving both surface runoff and sewage.
- (7) *City* shall mean the City of Clarksville, Tennessee, the Clarksville Gas and Water Department, the General Manager, the Engineering Division Manager, the Wastewater Operations Division Manager, the Pretreatment Manager, the Wastewater Treatment Plant Manager, the Wastewater Construction/Collection Manager, and/or their duly authorized representatives.
- (8) *Wastewater operations division manager* shall mean the manager of the sewage works of CGW, or his/her authorized deputy, agent, or representative.
- (9) *Domestic wastes* shall mean liquid wastes (a) from the noncommercial preparation, cooking, and handling of food or (b) containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.
- (10) *EPA* shall mean the Environmental Protection Agency, an agency of the federal government, or its successor agency or body.
- (11) *Extraneous flow* shall mean any storm water, water runoff resulting from natural precipitation, drainage, or any other water the waste water system is not designed to handle or accept.
- (12) *Interference* shall mean a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes; or exceeds the design capacity of the treatment works or the collection system.
- (13) *National pollutant discharge elimination system (NPDES)* shall mean the program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into navigable waters, the contiguous zone and the oceans pursuant to section 402 of the Act.
- (14) *National pollution discharge elimination system permit or NPDES permit* shall mean a permit issued pursuant to section 402 of the act (33 U.S.C. 1342).
- (15) *Natural outlet* shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surfacewater or groundwater.
- (16) *Person* shall mean any individual, firm, company, partnership, corporation, association, group, or society and includes the State of Tennessee and agencies, districts, commissions and political subdivisions created by or pursuant to state law.

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- (17) *pH* shall mean the logarithm of the reciprocal of the mass of hydrogen ions in moles per liter of solution.
- (18) *Public sewer* shall mean a sewer in which all owners of abutting properties have equal rights and which is controlled by public authority.
- (19) *Sanitary sewer* shall mean a sewer which carries waste water and to which storm, surface, and groundwaters are not intentionally admitted.
- (20) *Sewer* shall mean a pipe or conduit for carrying waste water.
- (21) *Shall* is mandatory; *may* is permissive.
- (22) *Storm drain* (sometimes termed *storm sewer*) shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.
- (23) *Storm water* shall mean any extraneous flow resulting from natural precipitation.
- (24) *Unpolluted water* shall mean water not containing any pollutants limited or prohibited by the effluent standards in effect, or water whose discharge will not cause any violation of known receiving water quality standards.
- (25) *User* shall mean any person who discharges waste water into the city's waste water system or who causes or permits waste water to be discharged.
- (26) *Waste water or sewage* shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments.
- (27) *Waste water system* shall mean all separate sanitary sewers, all combined sewers, all waste water pumping stations, all waste water treatment plants, and all other facilities provided and owned by the city for the collection and treatment of sanitary sewage and industrial waste, together with their appurtenances and any additions, expansions, or improvements that hereafter may be made thereto by the city. It shall also include all sewers that discharge into the public sanitary sewerage system, even though those sewers may not have been constructed with funds of the city. It does not include separate storm sewers, culverts, or other drains that have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the waste water treatment facilities.
- (28) *Waste water treatment plant* shall mean any arrangement of devices and structures used for treating waste water.
- (29) *Waste water works* shall mean all facilities for collecting, pumping, treating, and disposing of sewage.
- (30) *Watercourse* shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Terms not otherwise defined herein, if questioned shall be as adopted in the latest edition of Standard Methods.

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Sec. 3-2. - Use of public sewers required.

- (1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of CGW, any human or animal excrement, garbage, or other objectionable waste.
- (2) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of CGW, any sewage or other polluted wastes except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- (3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- (4) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of CGW and/or the city is hereby required at his expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within sixty (60) days after date of official notice to do so, provided that the public sewer is within one hundred (100) feet (30.5 meters) of the property line. In the situations where the houses or buildings are at a distance greater than three hundred (300) feet from the sewer, are separated from the sewer by a buildable lot, cannot drain to the sewer by gravity, or have a major portion of the building plumbing which cannot drain to the sewer by gravity, the owner may request and be granted a waiver from future sewer charges until such time that sewer becomes more readily available or the owner undertakes necessary measures to connect to the sewer. Other property owners who have extreme circumstances which make connecting to the sewer extremely more difficult and expensive than the typical sewer connection may appeal to the Clarksville Gas and Water Board and be granted a similar waiver from the sewer connection requirements and charges if the Board decides the request is valid.
- (5) Instead of requiring the owner of houses, buildings, or property used as designated in paragraph (4) above, if the sanitary or combined sewer of CGW and/or the city is available to such owner to connect such suitable toilet facilities to CGW, CGW shall require the said owner simply to pay the appropriate charges as if the connection fee were made, in accordance with local, state, and federal laws and regulations; however, if a health problem is connected with lack of attachment to the sewer, the owner will be required to attach.

Sec. 3-3. - Private sewage disposal.

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- (1) Where a public sanitary or combined sewer is not available under the provisions of section 3-2(4), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.
- (2) Before commencement of construction of a private sewage disposal system, the owner must make application for a permit to the state department of environment and conservation division of ground water protection for approval at the Montgomery County Building and Codes Office.
- (3) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 3-2(4) a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
- (4) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the CGW.
- (5) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the state department of environment and conservation division of ground water protection.
- (6) When a public sewer becomes available, the building sewer shall be connected to the sewer within sixty (60) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt in accordance with section 3-2(4). At the discretion of CGW the building sewer may be allowed to remain connected to the private sewage disposal system in accordance with section 3-2(5).

Sec. 3-4. - Building sewers and connections.

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from CGW.
- (2) There shall be two (2) classes of building sewer permits: (a) for residential and commercial services and (b) for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of CGW. A permit and inspection fee of three dollars (\$3.00) for a residential or commercial building sewer permit and three dollars (\$3.00) for an industrial building sewer permit shall be paid to the city at the time the application is filed.
- (3) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify CGW from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for every building, except that where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or

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driveway, the building sewer from the building may be extended to the rear building and the whole considered as one building sewer.

- (5) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by CGW, to meet all requirements of this chapter.
- (6) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of CGW and/or the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- (7) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drains shall be lifted by an approved means and discharged to the building sewer.
- (8) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- (9) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of CGW and/or the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by CGW before installation.
- (10) The applicant for the building sewer permit shall notify CGW and/or the city when the building sewer is ready for inspection and connection to the public sewer. This connection shall be made under the supervision of the appropriate CGW and/or city personnel.
- (11) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to CGW and/or the city.

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Cross Connection Control Policy

A. Purpose

This policy sets forth uniform requirements to protect the Clarksville Water System from contamination due to potential cross connections, and allows the Clarksville Gas and Water Department (CGW) to comply with all Local, State, and Federal rules and regulations.

Pursuant to the Tennessee Department of Environment and Conservation (TDEC) Division of Water Resources Chapter 0400-45-01-.17(6)(b):

All community water systems must adopt an ordinance or policy outlining the prohibitions in subparagraph (a) of this paragraph and submit a copy of the executed ordinance or policy to the Department for written approval. All community water systems shall develop a written plan for a cross-connection control program to detect and eliminate or protect the system from hazards associated with cross-connections. The written plan must be approved by the Department.

This policy includes the following:

It is required by the Tennessee Department of Environment and Conservation, Division of Water Resources to maintain a cross connection policy in compliance with the rules and regulations of that agency; and

It is essential to protect the public water system from the possibility of contamination or pollution by the elimination of cross connections or the isolation within the customer's internal system, of such contaminants that could back-flow or be back-siphoned into the public water system; and

It is necessary to promote the elimination or control of existing cross connections, actual or potential, between the customer's in-house potable water system and non-potable water systems, plumbing fixtures, and industrial piping systems; and

It is necessary to provide for a continuing program of cross connection control that will systematically and effectively prevent the contamination or pollution of the public water system.

B. Definitions

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The following definitions and terms shall apply in the interpretation and enforcement of this policy:

- (1) Air-gap: a physical separation between a water supply and the overflow rim of a non-pressurized vessel or drain. An "approved air gap" shall be a distance at least twice the diameter of the supply pipe, but no less than two (2) inches.
- (2) Atmospheric vacuum breaker: a device which prevents back-siphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in the water system.
- (3) Auxiliary intake: any water supply, on or available to a premises, other than that directly supplied by the public water system. This may include water from another public water system, any natural source, such as a well, spring, river, and so forth; used, reclaimed or recycled waters; or industrial fluids.
- (4) Bypass: any system of piping or other arrangement whereby water may be diverted around the treatment plant or protection devices.
- (5) Backflow: the reversal of the intended direction of flow of water or mixtures of water and other liquids, gases or substances into the distribution pipes of a potable water system.
- (6) Back pressure: a pressure higher than the supply pressure caused by a pump, elevated tank, steam or air pressure.
- (7) Back-siphonage: backflow caused by negative or reduced pressure in the supply piping.
- (8) Cross Connection: any physical or potential connection whereby the public water system is connected with any other water supply or system, whether private or public, either inside or outside any building or buildings, in such a manner that flow of water into the public water system is possible through the manipulation of valves or because of ineffective check or back pressure valves, or because of any other arrangement.
- (9) General Manager: the manager of the Clarksville Gas and Water Department, or his/her authorized deputy, designee, or representative.

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(10) Interconnection: any system of piping or other arrangement whereby the public water system is connected directly with a sewer, drain, conduit, pool, storage reservoir, or other device which does or may contain sewage or other waste liquid which would be capable of imparting contamination to the public water system.

(11) Person: any and all persons, natural or artificial, including any individual, firm, or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

(12) Pressure vacuum breaker: an assembly consisting of a device containing one or two independently operating spring loaded check valves and an independently operating spring loaded air inlet valve located on the discharge side of the check valves, with tightly closing shut-off valves on each side of the check valves and properly located test cocks for the testing of the check valves and relief valves.

(13) Public Water System: The Clarksville Water System furnishing water to its customers for general use, which is recognized by the Tennessee Department of Environment and Conservation, Division of Water Resources as the approved public water system.

(14) Reduced pressure backflow prevention device: an assembly consisting of two independently operating approved check valves with an automatically operating differential relief valve located between the two check valves, tightly closing resilient seated shut-off valves, plus properly located resilient seated test cocks for the testing of the check valves and the relief valve.

(15) Double check valve assembly (DCVA): A testable backflow prevention device with two independent, spring loaded check valves in series, plus inlet and outlet shut-off valves and test cocks, designed to stop potential contaminants from reversing into the clean water supply commonly used for fire sprinkler systems.

C. Compliance and Standards

CGW's public water system is to comply with all applicable provisions of the Tennessee Code Annotated, as well as the rules and regulations for public water systems, legally executed in accordance with this policy, which pertain to cross

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connections, auxiliary intakes, bypasses, and interconnections, and establish an effective, ongoing program to control these undesirable water uses.

D. Regulated Compliance

(1) No water connection to any premises shall be installed or maintained by the CGW water system unless the water system is protected as required by state rules and regulations and this policy. Service of water to any premises shall be discontinued by CGW if a backflow prevention device required by this policy is not installed, tested, or maintained; or it is found that a backflow prevention device has been removed, bypassed, or if an unprotected cross connection exists on the premises. Service shall not be restored until such conditions or defects are corrected.

(2) It shall be unlawful for any person to cause a cross connection to be made, or allow one to exist for any purpose whatsoever unless the construction and operation have been approved by the Tennessee Department of Environment and Conservation, Division of Water Resources, and the operation of such a cross connection is at all times under the direct supervision of the CGW General Manager or his/her designee.

(3) If, in the judgement of the General Manager or his/her designee, an approved backflow prevention device is required at the water service connection to a customer's premises, or at any point within the premises, to protect the potable water system, the General Manager shall compel the installation, testing and maintenance of the required backflow prevention device at the customer's expense.

(4) For new installations, the General Manager or his/her designee (or building codes) shall inspect the site and/or review plans in order to assess the degree of hazard and to determine the type of backflow prevention device that will be required and to notify the owners or contractors of the required device and installation criteria. All required devices shall be installed and operational up to the initiation of water service.

(5) For existing premises, certified personnel from CGW shall conduct inspections and evaluations and shall require correction of violations in accordance with the provisions of this policy.

(6) An approved backflow prevention device, where needed as deemed by the General Manager or his/her designee, shall be installed downstream of the meter on the water service line to the premises at or near the property line or immediately inside the building, before the first branch line leading off the service line.

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E. Inspections Required

The General Manager or his/her designee shall inspect all properties served by the public water system where cross connections are deemed possible. The frequency of inspections and re-inspections will be based on potential health hazards and shall be established by the General Manager or his/her designee in accordance with guidelines acceptable to the Tennessee Department of Environment and Conservation, Division of Water Resources.

F. Right of Entry for Inspections

The General Manager or his/her designee shall have the right to enter at any reasonable time any property served by a connection to CGW's public water system for the purpose of inspecting the piping system therein for cross connections, auxiliary intakes, bypasses or interconnections or for the testing of backflow prevention devices. Upon request, the owner, lessee, or occupant of any property so served shall furnish any pertinent information regarding the piping systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connections, and shall be grounds for disconnection of water service.

G. Correction of Violations

(1) Any person found to have cross connections, auxiliary intakes, bypasses or interconnections in violation of the provisions of this policy shall be allowed a reasonable time within which to comply. After a thorough investigation of the existing conditions and appraisal of the time required to complete the work, an appropriate amount of time shall be assigned by the General Manager or his/her designee.

(2) Where cross connections, auxiliary intakes, bypasses or interconnections are found that constitute extreme hazard, with the immediate possibility of contaminating the public water system, the General Manager or his/her designee shall require that immediate corrective action be taken to eliminate the threat.

(3) The failure to correct conditions threatening the safety of the public water system within time limits established by the General Manager or his/her designee, shall be grounds for denial of water service. If proper protection has not been provided after a reasonable time, the General Manager or his/her designee shall give the customer legal

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notification that water service is to be discontinued.

H. Required Devices.

(1) An approved backflow prevention assembly shall be installed downstream of the meter on each service line to a customer's premises at or near the property line or immediately inside the building being served, but in all cases, before the first branch line leading off the service line, when any of the following conditions exist:

- a. It is impractical to provide an effective air gap separation;
- b. The owner/occupant of the premises cannot or is not willing to demonstrate to the General Manager or his/her designee that the water use and protective feature of the plumbing are such as to pose no threat to the public water system;
- c. The nature and mode of operations within the premises are such that frequent alterations are made to the plumbing;
- d. There is likelihood that protective measures may be subverted, altered or disconnected;
- e. The nature of the premises is such that the use of the structure may change to a use wherein backflow prevention is required;
- f. The plumbing from a private well or other water source enters the premises served by the public water system.

(2) The protective devices shall be of the reduced pressure zone type (except in the case of certain fire protection systems) approved by the Tennessee Department of Environment and Conservation, Division of Water Resources and the General Manager or his/her designee, as to manufacture, model, size and application. The method of installation of backflow prevention devices shall be approved by the General Manager or his/her designee prior to installation and shall comply with the criteria set forth by the Tennessee Department of Environment and Conservation, Division of Water Resources. The installation and maintenance of backflow prevention devices shall be at the expense of the owner or occupant of the premises.

(3) Applications requiring backflow prevention devices shall include, but shall not be limited to, domestic water service and/or fire flow connections for all commercial and

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educational buildings, construction sites, all industrial and medical facilities, all fountains, lawn irrigation systems, wells, water softeners and other treatment systems, swimming pools and on all fire hydrant connections other than those by the fire department in combating fires.

a. Class 1, 2 and 3 fire protection systems shall generally require a double check valve assembly although a reduced pressure backflow prevention device shall be required when any of the following conditions exist:

- i. Underground fire sprinkler lines are parallel to and within ten feet of pipes carrying sewage or toxic materials;
- ii. Premises have unusually complex piping systems;
- iii. Pumpers connecting to the system have corrosion inhibitors or other chemicals added to the tankers.

b. Class 4, 5, and 6 fire protection systems shall require reduced pressure backflow prevention devices.

c. Wherever the fire protection system piping is not an acceptable potable water system material, or chemicals such as foam concentrates or antifreeze additives are used, a reduced pressure backflow prevention device shall be required.

I. Testing of Devices.

Devices shall be tested at least annually by the General Manager or his/her designee possessing valid certification from the Tennessee Department of Environment and Conservation, Division of Water Resources. Personnel of CGW shall have the right to inspect and/or test a device whenever deemed necessary by the General Manager or his/her designee. Water service shall not be disrupted to test a device without the knowledge of the occupant of the premises. Where the continuance of water service is critical, duplicate units shall be installed to avoid the necessity of discontinuing water service to test or repair the device.

J. Nonpotable Supplies.

Any water pipe or outlet connected to auxiliary water sources, industrial fluid systems, or other piping containing non-potable liquids or gases and which could be used for

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potable or domestic purposes and which is not supplied by the potable water system must be labeled in a conspicuous manner as: "WATER UNSAFE FOR DRINKING"

The minimum acceptable sign shall have black letters at least one inch high located on a red background. Color coding of pipeline in accordance with Occupational Safety and Health Act guidelines shall be required in locations where, in the judgement of the General Manager or his/her designee, such color coding is necessary to identify and protect the potable water system.

K. Statement Required.

Any person whose premises are supplied with water from the public water system, and who also has on the same premises a well or other separate source of water supply, or who stores water in an uncovered or unsanitary storage reservoir from which the water is circulated through a piping system, shall file with the General Manager or his/her designee a statement of the nonexistence of unapproved or unauthorized cross connections, auxiliary intakes, bypasses or interconnections. Such statement shall contain an agreement that no cross connections, auxiliary intakes, bypasses or interconnections will be permitted upon the premises. Such statement shall also include the location of all additional water sources utilized on the premises and how they are used. Maximum backflow protection shall be required on all public water sources supplied to these premises.

L. Penalties.

The General Manager or his/her designee may discontinue the public water system service to any premises upon which there is found to be a cross connection, auxiliary intake, bypass or interconnection; and service shall not be restored until such has been eliminated.

M. Modifications to Plan

This plan may be modified from time to time to meet the needs of Clarksville Gas and Water, Local, State, or Federal requirements. The plan and policy will be reviewed by CGW at a maximum of every five (5) years to determine if the existing plan meets requirements set forth by the Tennessee Department of Environment and Conservation, Division of Water Resources and that it promotes an ongoing program.

N. Approval Signatures:

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Approved By: _____ Date: _____
CGW Board Chairman, Tom Drew

Approved By: _____ Date: _____
CGW General Manager, Mark Riggins

Approved By: _____ Date: _____
CGW Water Operations Manager, Chris Lambert

Approved By: _____ Date: _____
CGW Water Distribution Manager, Josh Rau

RESOLUTION 39-2025-26

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND THE PENNYRILE REGIONAL ENERGY AGENCY

WHEREAS, the City of Clarksville owns, operates and maintains a natural gas infrastructure system to serve customers through its' Department of Gas & Water (CGW); and

WHEREAS, CGW desires a redundant natural gas supply to said infrastructure in order to further ensure stability in service to its customers; and

WHEREAS, Pennyryle Regional Energy Agency (PREA) is developing plans to construct and maintain natural gas infrastructure to serve its surrounding community; and

WHEREAS, CGW and PREA (together the "Parties") desire for PREA to be a contributing stakeholder toward supplying CGW with a redundant supply of natural gas; and

WHEREAS, the Parties have determined it to be necessary and mutually beneficial to the Parties hereto to enter into an agreement outlining the transportation of natural gas, through PREA's future-constructed natural gas infrastructure to CGW, including the associated rates to be charged and paid for said transportation, pursuant to the terms and provisions set forth in the negotiated agreement between the Parties (Firm Transportation Service Agreement), attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Parties now desire to memorialize said agreement through approval / adoption and execution of said interlocal agreement, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state, and local laws, to include City ordinances and resolutions, and such applicable regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

That the Clarksville City Council hereby authorizes and approves an interlocal agreement, pertaining to the transportation of natural gas, through PREA's future-constructed natural gas infrastructure to CGW, including the associated rates to be charged and paid for said transportation, pursuant to and under the terms and provisions set forth in the agreement between the Parties (Firm Transportation Service Agreement) attached hereto and incorporated herein as **Attachment A**, said interlocal agreement to be effective and binding upon execution by the Mayor and the appropriate representative with authority to bind PREA.

ADOPTED:

