



**HARTSVILLE TROUSDALE
WATER & SEWER UTILITY DEPARTMENT
RULES AND REGULATIONS**

**Adopted on
01/30/19**

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Water and/or Sewer Service will be furnished subject to the Rules and Regulations of the Hartsville Trousdale Water and Sewer Utility Department. These Rules and Regulations are a part of each application, and contract for service entered into between a customer and the Utility Department for water and/or sewer service.

Definitions:

- A. Utility Department** – The word “Department” will be used in these Rules and Regulations to designate the Hartsville Trousdale Water & Sewer Utility Department, Hartsville, Tennessee.
- B. Customer** – The word “customer” means a person, firm or business contracting with the Utility Department for the furnishing of water and/or sewer to property.
- C. Property** – The word “property” shall mean, except where otherwise specified:
- (1)** A building under one (1) roof and ownership and occupied by one (1) business or as one (1) residence. This includes mobile homes in trailer parks as defined in Paragraph D.
 - (2)** One (1) or more buildings on a single tract of land, all under one (1) ownership and occupied by one (1) family or business.
 - (3)** One (1) side of a double house having a solid vertical partition wall.
- D. Trailer Park** – A “trailer park” consists of two (2) or more trailers where the trailer park owner owns the parking spaces.
- E. Multi-family Building** – A multi-family building or buildings includes duplexes, triplexes, apartments, condominiums or townhouses owned by a single property owner.
- F. Developer** – Any person, firm, or corporation, both public and private, engaged in the development of land, such as subdivisions and other land improvements.
- G. Service Connection** – The phrase “service connection” will be used in these Rules and Regulations to designate the tap on the main, together with that portion of the line extending from the tap to the meter or cleanout, in those installations where the meter is set at or near the property line on the street, highway or right of way on which the main is located, only the portion of the line extending from the tap to and including the meter or clean out shall be included as part of the service connection.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

- H. **Easement** – A legally dedicated right of way for the utility to install water and/or sewer lines within specified boundaries.
- I. **Due Date** – The date payment for utility bills shall be paid before adding a penalty.
- J. **Cross Connection** – Any physical construction whereby the Utility's water supply is connected with any other water supply systems, whether public or private, or either inside or outside any building in such a manner that flow of water into the Utility's water supply, either through the manipulation of valves or because of ineffective check or back-pressure valves, or any other arrangement.
- K. **Road Right of Way** – A street or avenue located within Trousdale County which has been accepted by the county for maintenance.
- L. **Sewer Lateral** – The section of sewer pipe from the customer's property line to the sewer main which is owned by the Utility Department.
- M. **Building Sewer** – The section of sewer pipe between the customer's property line to the building served which is owned by the customer.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Rules and Regulations Outline

1. Water and/or Sewer Service Contract	Page 4
2. Water and/or Sewer Taps	Page 5
3. Access to Meters and Utility Property	Page 6
4. Meters	Page 7
5. Meter Testing	Page 8
6. Relocation of Meters	Page 9
7. Customer Service Lines	Page 10
8. Pressure Regulator Device	Page 11
9. Customer Cut-off Device	Page 12
10. Minimum Bill	Page 13
11. Billing Frequency	Page 14
12. Billing Due Date	Page 15
13. Failure to Receive Bill	Page 16
14. Return Check/Insufficient Funds	Page 17
15. Service Calls (After Hours)	Page 18
16. Cancellation of Service by Customer	Page 19
17. Leak Protection Program	Page 20
18. Discontinuance of Service (Cut-offs)	Page 21
19. Unauthorized Use of Water & Tampering with Utility Department Property	Page 22 - 24
20. Shortages and Emergencies	Page 25
21. Cross Connections	Page 26
22. Water Line Extensions	Page 27
23. Subdivisions and Developers	Page 28
24. Severability	Page 29
25. Schedule of Rates and Fees	Page 30-31
Appendix A. Developers Agreement	Page 32-41
Appendix B. Drought Management Plan	Page 42-46
Appendix C. Standard Specifications for Water Lines	Page 47-95

1. Water and/or Sewer Service Contract

Any applicant for service shall complete a Water and/or Sewer Service Contract and submit it to the Utility Department with applicable tap fee and service fee. If water and/or sewer service cannot be supplied in accordance with the Utility Department rules, regulations or policies or those of any state or federal agency with oversight regarding service, the liability of the District to the applicant for such service shall be limited to the refund of the applicable tap fee and service fee.

2. Water and/or Sewer Taps

The Utility Department will install all new taps and service connections. At no cost, the customer will provide the Utility Department with a place suitable to the Utility Department for the installation of: (1) a water meter on the customer's property near the customer's property line; and, (2) a sewer cleanout on the customer's property near the customer's property line.

The Utility Department will install a water meter for each service connection which shall remain the property of the Utility Department.

The Utility Department will install a sewer cleanout for each service connection which shall remain the property of the Utility Department.

All customer water and sewer lines shall be compatible with the service connection needed and shall be capable of furnishing the water and sewer services provided as determined by the Utility Department.

When the cost of the installation of the tap exceeds the applicable tap fee paid due to special conditions which increase the cost of the tap installation, the customer will pay the additional cost as a condition for receiving water and/or sewer service. Increased tap installation costs may be incurred with pavement removal and replacement, rock removal by special equipment, blasting, bores under state rights-of-way which require special equipment approved the Tennessee Department of Transportation and other special circumstances.

When a building with one owner which has multiple residential units or multiple commercial units or when the owner of a trailer park elects to provide water service to these multiple units with a single meter or sewer service with a single sewer lateral, the customer will pay a water tap fee and sewer tap fee for each residential unit or commercial unit served.

Water and sewer taps installed by the Utility Department or accepted by the Utility Department when installed by a contractor run with the property served and cannot be transferred to any other property. When an applicant or developer pays a tap fee for water service or sewer service to obtain service to property owned by the applicant or developer and no tap is installed to serve the property within a reasonable period of time, the Utility Department will refund the tap fee paid to the applicant or developer. Taps and tap fees cannot be transferred by an applicant or developer to serve any other property owned by the applicant or developer or to any other person or entity for its use.

3. Access to Meters and Utility Department Property

Authorized employees, representatives and contractors of the Utility Department shall have full access to the Utility Department's meters and other utility property on the customer's premises for the purpose of reading its meters, maintaining and inspecting its utility lines and connections to its water and sewer system (or believed to be connected to water and sewer system) and for the purpose of observing, measuring, sampling and testing as provided by the policies of the Utility Department and by state and federal law. Meters, meter settings and sewer laterals must be accessible at all times and will not be covered with rubbish or material of any kind.

4. Meters

Each residential unit or commercial unit will require a separate meter for water service and a separate sewer lateral for sewer service except as set forth in this Section 4.

All meters will be installed, owned, and maintained by the Utility Department.

When a meter larger than a $\frac{3}{4}$ " meter is necessary to meet the water demand of the customer, the Utility Department will determine the size of the meter based upon the anticipated the monthly usage of flow in gallons for the customer.

Mobile home parks, multi-family buildings (such as apartments, condominiums and townhouses), and commercial buildings with multiple offices or units which are owned by one person will be provided water service by one or more master meters in the name of the owner and will be provided sewer service with one or more sewer laterals in the name of the owner. ***The owner shall serve no more than twelve residential units or twelve commercial units through one master meter and one sewer lateral. The customer will pay a minimum bill water bill and minimum sewer bill for each residential unit or commercial unit.***

When a mobile home park, multi-family building or multi-unit commercial building has three or fewer residential units or commercial units, the owner may elect to have each residential unit or commercial unit served by a separate meter for water service and by a separate sewer lateral for sewer service.

If a mobile home park, multi-family building or multi-unit commercial building customer served by a master meter adds new residential units or commercial units which are served by the master meter after service is initially established, the customer will pay an additional water and/or sewer tap fee for each unit added, and the customer will pay a new minimum water and sewer bill for each unit added.

5. Meter Testing

When a customer questions the accuracy of his meter registration, the Utility Department will come out and inspect the meter's operation. The Utility Department will check the electronic meter display reading to make sure it matches the transponder meter reading. The Utility Department will download the last 30 days of meter data stored on the meter to review the customer's daily and hourly usage. If these meter readings match and the meter data does not show any unusual usage for the meter's operation, then the meter will be considered operating properly by the utility department.

If the customer still believes the meter to be inaccurate, he may request that the meter be tested in writing or in person at the Utility Department Office. The customer must pay a \$100.00 meter testing fee before the test will be performed. The Utility Department's meters are tested by a third party meter testing company. Therefore, the Utility Department must remove the meter being tested and replace it with a temporary meter while the testing is performed.

If the test reveals that the meter does not meet the meter manufacturer's standard for accuracy and is measuring more water than it should, then the Utility Department will adjust the customer's most recent monthly bill according to the findings of the meter test. The Utility Department will reimburse the customer the meter testing fee or credit the customer's account for the amount of the meter testing fee.

If the test reveals that the meter meets the meter manufacturer's standard for accuracy, then the Utility Department will reinstall the tested meter, and the meter testing fee will be forfeited.

6. Relocation of Meters

All meters installation have to remain on a property in which the meter was originally purchased.

All meter locations the Utility considers unsatisfactory may be moved to a more suitable location at the expense of the Utility. The Utility may discontinue water service to any customer who refuses permission to the Utility for removal of a meter in accordance with this regulation.

If a customer considers their meter location unsatisfactory, a request for relocation may be made at the Utility Office. If feasible, the Utility will relocate the meter as requested. The customer will be billed for the actual cost of the relocation.

7. Customer Service Lines

At its expense, the customer must install and maintain the water service from the meter to the building served. At its expense, the customer must install and maintain the building sewer from the sewer cleanout to the building served. The service line materials and installation shall conform to the standards and specifications established by the Utility Department. Failure to meet the standards for the installation and materials for service lines shall be grounds for denial of service to the customer. As to presently installed lines of an existing customer which do not meet the standards, no leak adjustment for the customer's service will be authorized or paid after the first leak adjustment unless and until the customer's service line meets the standards established by the Utility Department. The customer shall be liable for any damage to the Utility Department property resulting from the customer's negligence.

All pressure regulators, valves, service lines, backflow preventers and other devices located on the customer's side of the meter are the responsibility of the customer. No pump may be installed on potable water lines without the written permission of the Utility.

Acceptable service line materials should follow the Hartsville Trousdale Building Codes for Trousdale County.

8. Pressure Regulator Device

The Utility Department recommends that the customer install and maintain a pressure regulator device on their side of the water meter service.

The Utility makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.

9. Customer Cut-Off Device

All meters, meter setters, and meter setters valves are owned, and maintained by the Utility Department.

The Utility Department recommends that the customer install and maintain a cut-off device on their side of the water meter service. This allows the customer the ability to control their water line in case of an emergency.

The Utility Department upon a customer's request will come out during its regular business hours to inspect the customer's meter service for proper operation, (i.e. report of a water and/or sewer leak).

If you call the Utility Department after hour's emergency phone for an emergency, the customer may be subject to an after hour's service fee as specified under **section 15. Service Calls (After Hours) in its Rules and Regulations.**

10. Minimum Bill

The Utility Department will charge each residential unit or commercial unit served a monthly minimum for water service and/or sewer service regardless of the amount of water used or wastewater collected.

After the Utility Department makes a new service connection, the customer must pay a monthly minimum bill for the new service connection regardless of whether the customer has connected its service lines to the new service connection. Once the service connection is complete, water and/or sewer service is available to the customer for use, and the customer must begin compensating the Utility Department for the immediate availability of service.

11. Billing Frequency

Utility bills will be rendered monthly.

12. Billing Due Date

The customer shall be required to pay his bill by the due date, which is on the 10th of every month. When a bill is not paid by the due date, the customer will pay a late fee of 10%. Should the due date fall on a weekend or a holiday observed by the Utility Department, the bill may be paid on the following business day without the late fee.

13. Failure to Receive Bill

Utility bills are recognized, as a routine bill owed by the customer. The customer's failure to receive a bill in the mail does not change in any way the customer's obligation to pay the amount due in a timely manner.

14. Return Check/Insufficient Funds

A check is considered non-sufficient funds/returned when the check has been returned from the bank for non-sufficient funds. When a non-sufficient funds/returned check is posted on the account, the Utility Department will follow these procedures for the handling of bad checks.

Guidelines for Bad Checks:

- 1.** A \$30.00 non-sufficient funds/returned fee is added to the account. If the bad check is returned to the Utility on or after the 10th of the month, the \$30.00 non-sufficient funds/returned fee will be due, including all related fees and charges added.
- 2.** If the return check comes in on or after the shutoff date, which is on the 21st of each Month, the water will be Shut-off immediately with all related fees and charges added.
- 3.** The account is flagged with a non-sufficient funds/returned date and remains on the account for twelve months (12).
- 4.** If the customer submits three non-sufficient funds/returned checks within a year, the account will change to a "cash only" account until the oldest date drops from the system.

15. Service Calls (After Hours)

When a customer requests that the Utility Department to check a service connection for proper operation, (i.e. report of a water and/or sewer leak) after normal business hours and no Utility Department responsibility is found, then the customer **will be charged a service call fee of \$75.00.**

16. Cancellation of Service by Customer

The customer shall give the Utility Department at least five-(5) days' notice to cancel service in person, by telephone, by fax or by mail and shall give a cancellation date and a forwarding address.

The customer will be responsible for all water and sewer charges which accrue, including a minimum bill charges, through the cancellation date. When the customer does not give a cancellation date, the customer will be responsible for all water and sewer charges which accrue, including any minimum bill charges, until the Utility Department actually receives the notice of cancellation and makes a final meter reading.

A customer giving notice to cancel service must do the following:

- (1) When the notice of cancellation is given in person, the customer must present acceptable identification; and
- (2) When notification is given by telephone, fax or writing, customer must include the service address, account number, and provide one other positive account identification.

17. Leak Protection Program

Hartsville Trousdale Water & Sewer Utility District is changing our leak protection program effective **December 1, 2018**.

The following are the qualifications for leak adjustments for the Hartsville Trousdale Water & Sewer Utility Department:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one leak adjustment that could incorporate a maximum of two billing cycles during any twelve (12) month period.
3. In order to qualify for a leak adjustment, the eligible plumbing leak must generate a minimum bill of \$100.00 and covers up to \$2500.00 during any twelve (12) month period.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential customers who do not have their own water meter.
 - b. Commercial or Industrial Customers.
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence , non-commercial agriculture barns, and cattle troughs.
 - e. Negligent acts such as leaving water running.
 - f. Excess water charges not directly resulting from a qualifying plumbing leak.
 - g. Filling of swimming pools or leaks in swimming pools.
 - h. Watering of lawns or gardens.
5. The UTILITY shall not be obligated to make adjustments of any bills not submitted for adjustment within Ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (ie, copy of invoice for materials or bill from plumber)
7. In any case where a customer might incur a leak before there is three months of average usage, an adjustment will not be made until they have established three months of average usage.

Any residential customer may decline to participate in our ServLine Leak Protection Program by calling 615-450-6844. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. **Our new leak protection program with the ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after December 1, 2018.**

18. Discontinuance of Service (Cut-offs)

Reasons for discontinuance of services:

- A. Nonpayment of bill or other charges.
- B. Partial payment of bill or other charges.
- C. Failure to comply with Utility Department rules, regulations, and policies.
- D. Any threat to public health on the customer's premises, or which may endanger other customers.
- E. Tampering with equipment or stealing services. **(see 20. Unauthorized Use of Water and Tampering with Utility Property)**
- F. In the event that a customer has more than one (1) residential unit or commercial unit on one (1) tap without authorization from the Utility Department.
- G. Customer has an amount past due from any previous service.

Service will be reinstated Monday thru Friday, 7:30 am to 3:30 pm. After 3:30 pm an additional \$75.00 after hours charge will be charged to cut water back on.

In the event a customer who has been cut-off for non-payment cuts the meter lock for the purpose of reinstating water service, said customer will be charged a tampering fee. **(see 21. Unauthorized Use of Water and Tampering with Utility Property)**

The Utility District shall not disconnect the service to any customer on a life support system or dialysis machine. It is the responsibility of the customer to notify the Utility District if service discontinuance would be life threatening. **The customer must provide an order from their doctor to be kept on file at the Utility District Office.** After notification, the Utility Department will flag the customer's account and meter as an "Emergency Medical Service" to insure that the service is not cut off by Utility District personnel or others.

When a emergency medical service customer cannot pay a bill or other charge, the customer will have 60 days to find a social service agency or charitable group to assist the customer in the payment of the delinquent bill. If payment is not made within this 60 day period, the emergency medical service customer will have its water service terminated for nonpayment.

19. Unauthorized Use of Water and Tampering with Utility Department Property

No person or entity (hereafter person) shall without the Utility Department's consent: (1) use the Utility Department's water without such water being metered, (2) obtain water or sewer service from the Utility Department without making application for service, (3) steal water from the Utility Department, or (4) tamper with the Utility Department's property. Tampering with Utility Department property shall include, but not be limited to, the following:

- (a) Opening valves at the curb or meter that have been turned off by utility personnel;
- (b) Breaking, picking or damaging cut-off locks;
- (c) By-passing meters in any way;
- (d) Taking unmetered water from hydrants by anyone other than an authorized official of a recognized fire department, fire insurance company or utility for any purposes other than firefighting, testing or flushing of hydrants;
- (e) Using sprinkler system water service for any purpose other than fire protection;
- (f) Removing, disabling or adjusting meter registers;
- (g) Connecting to or intentionally damaging utility lines, valves or other appurtenances for the purpose of stealing or damaging utility equipment;
- (h) Moving the meter or extending services without permission of the Utility Department;
- (i) Any other intentional act of defacement, destruction or vandalism to utility property or act that affects utility property; and
- (j) Any intentional blockage or obstruction of utility lines or equipment.

When the Utility Department learns that water is being used by any person without the water being metered or without making application to the Utility Department for water service, the Utility Department will take all the steps necessary to terminate the unauthorized use of its water.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Tampering with Utility Department property or stealing water or sewer service shall be grounds for an immediate discontinuance of water service.

The Utility Department's customers shall be responsible for any unauthorized use of the Utility Department's water or sewer facilities located on the customer's premises and for any tampering with Utility Department property by persons under such customer's care, custody, or control. In the event the Utility Department's customer is a builder or contractor, such builder or contractor shall be responsible for the unauthorized use of the Utility Department's water or sewer from Utility Department facilities or for the tampering with Utility Department property on the customer's premises by subcontractors of the builder or contractor.

When unauthorized use or tampering occurs on premises served under a temporary meter with a builder or contractor, the Utility Department shall terminate water and sewer service not only to the premises upon which the unauthorized use or tampering occurs but also to all other premises of such builder or contractor being served under a temporary meter.

The person responsible for the unauthorized use of the Utility Department's water or sewer services or for tampering with Utility Department equipment shall pay a penalty charge in the amount of \$250.00 for the first incident of unauthorized use or tampering. For all subsequent incidents of unauthorized use or tampering by the same person, such person shall pay a penalty charge in the amount of \$500.00 for each incident. In addition, such person shall pay for all water and sewer revenues lost for each incident as estimated by the Utility Department.

In the event a person damages Utility Department property in obtaining water or sewer service from the Utility Department without permission and proper authorization or in tampering with Utility Department property, such person shall pay the following to the Utility Department:

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

- (a) All labor costs incurred by the Utility Department to repair any damage to the Utility Department's property. Labor costs shall include the hourly rate of each Utility Department employee used to repair any damage to the Utility Department's property whether such rate be at the employees' regular pay or overtime pay rate.
- (b) The cost of any equipment used by the Utility Department to repair any damage to the Utility Department's property.
- (c) The costs of all materials used by the Utility Department to repair any damage to the Utility Department's property; and
- (d) The amount which the Utility Department pays an outside contractor in the event the Utility Department must hire an outside contractor to make or to assist in the repair of any damage to the Utility Department's property.

No person shall be permitted to purchase additional water or to obtain sewer service from the Utility Department until all penalty charges and costs set forth in paragraph 6 and 7 are paid in full. In the event the person is a customer of the Utility Department, all penalty charges and costs shall be added to the customer's bill. Water or sewer service will not be restored to such customer until all penalty charges and costs and other reconnection fees and charges are paid in full.

The Utility Department reserves the right to pursue any other remedies it may have under state law against persons responsible for the unauthorized use of the Utility Department's water or for tampering with Utility Department property.

20. Shortages and Emergencies

The Utility Department cannot and does not guarantee either a sufficient supply or an adequate or uniform pressure, and shall not be liable for any damage or loss resulting from an inadequate or interrupted supply, from any pressure variations, or for damages from the resumption of service.

The Utility Department may declare service restrictions during a period of shortage and emergencies in accordance with the Utility Department's Drought Management Plan.

See attached Appendix B. Hartsville Trousdale Water and Sewer Department Drought Management Plan.

21. Cross Connections

No person shall cause a cross-connection auxiliary intake, by-pass or interconnection to be made, or allow one to exist for any purpose whatsoever unless the construction and operation of same have been approved by the Tennessee Department of Environment and Conservation, and the operation of such cross connection, auxiliary intake, by-pass or inter-connection is at all times under the direct supervision of the Utility Department.

A Utility Department representative shall have the right to enter any reasonable time any property served by a connection to the Utility Department public water supply for the purpose of inspecting the piping system or systems thereof for cross-connection, auxiliary intakes, by-passes or inter-connections. On request, the owner, the lessee or occupant of any property so served shall furnish to the Utility Department any pertinent information regarding the piping system or 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.

22. Water and Sewer Line Extensions

Water main or sewer main extensions for a customer or group of customers must be approved by the Utility Board and will only be approved when the extension is economically feasible for the Utility Department.

In making this determination the Utility Board will take into account (a) water storage and sewer capacity available, (b) the elevations of the area to be served, (c) the length of the extension required to provide adequate service, (d) whether or not it is possible to provide adequate service due to location and elevation, (e) availability of storage tank sites, pump station sites and easements for present or future use, (f) the benefit provided by the proposed extension to the Utility Department's system as a whole (g) the amount of revenue expected to be generated by the extension, and (h) all other relevant factors.

In the event the Utility Department shall see fit to extend any main line of its waterworks, the Utility Department shall, upon considering all circumstances listed above, bear the cost of this extension.

If a customer or group of customers would like to bear the costs for the extension of a water/sewer line, not deemed economically feasible by the Utility Board, may submit drawings by a licensed engineer for the Utility Boards approval. If approved, their engineer can submit the water/sewer line extension to the Tennessee Department of Environment and Conservation for approval. If approved they will be allowed to install the water/sewer line extension in accordance with the rules and regulations of the Utility Department.

See attached Appendix C. Hartsville Trousdale Water and Sewer Department Standard Specifications for the Construction of Water Lines.

23. Subdivisions and Developers

The installation of water system and sewer system improvements for new developments are governed by the Utility Department's Subdivisions and Developers Policy.

See attached Appendix A. Hartsville Trousdale Water and Sewer Department Subdivisions and Developers.

24. Severability

The Utility Department's Rules and Regulations and Schedule of Rates and Charges may be amended, modified, enlarged or otherwise changed at any time by a majority of the Utility Board deems same necessary.

The Utility Board has by proper resolution adopted these Rules and Regulations for the Hartsville Trousdale Water & Sewer Utility Department of Hartsville/Trousdale County, Tennessee,

which resolution declares that if any section, paragraph, clause or provision of these Rules and Regulations shall be held to be invalid or ineffective for any reason, the remainder of these Rules and Regulations shall remain in full force and effect.

25. Schedule of Rates and Fees

Effective July 1, 2018

1.0 Monthly Service Rates - Residential & Commercial

Water Rate Schedule for Water Inside Town -City

First 2000 gallons (minimum) \$16.63

All over 2000 gallons \$5.42 per 1000 gallon

Water Rate Schedule for Water Outside Town - Rural

First 2000 gallons (minimum) \$27.94

All over 2000 gallons \$8.73 per 1000 gallon

Sewer Rate Schedule for Water Inside Town - City

First 2000 gallons (minimum) \$16.63

All over 2000 gallons \$5.42 per 1000 gallon

2.0 Meter Connection Fee

Residential Fee \$75.00

Commercial Fee \$75.00

Meter Box Replacement Fee \$75.00

3.0 Tap Service Fees - (See "Existing Developers Contracts")

<u>Meter Sizes</u>	<u>Tap Service Fee</u>
3/4" Meter	\$2,250.00
1" Meter	\$2,600.00
2" Meter (Maximum 12 units per tap)	\$5,500.00
Fire Hydrant Install	\$8,500.00
Irrigation Size	\$1,000.00
Fire Protection/Sprinkler Tap	\$4,500.00
Sewer Residential	\$3,000.00
Sewer Commercial (Maximum 12 units per tap)	\$4,000.00

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

4.0 Miscellaneous Fees

(a)	Past Due Fee	\$45.00
(b)	Past Due Fee (After Hours)	\$75.00
(c)	Return Check Fee	\$30.00
(d)	Repair Service Charge	\$25.00 + material & Labor
(e)	Backflow Preventer & Annual Testing	\$100.00
	Penalty for Non-Compliance for Backflow Repair	\$100.00
(f)	Automatic Sprinkler System Fire Protection Sprinkler head per year	\$1.00 per
	Service Fee - \$ 1.00 per sprinkler head per year	\$100.00
(g)	Meter Testing Fee	Residential Commercial
		\$100.00 \$150.00
(h)	Wholesale Rates (Approved Water Districts)	\$3.63 per 1000 gallon

5.0 Developer Agreement (Effective May 1, 2018)

(a)	Application Review Fee.	\$1,250.00
(b)	Fee for Administrative and Engineering services. project	10% of estimated cost of project
(c)	Any Legal expenses paid by Developer.	
(d)	Water Serviceability Fee Per Lot.	\$125.00
(e)	Sewer Serviceability Fee Per Lot.	\$125.00
(f)	All Water and/or Sewer Tap Fees Per Lot.	
(g)	Maintenance Bond and Performance Bond 100% due upon signed agreement.	
(h)	Miscellaneous charges (See Developer agreement Item 6 and 23).	

All fees are due upon signed agreement.

THESE RATES AND FEES CHART MAY BE AMENDED AT ANY TIME BY THE DISTRICT

**Appendix A. Hartsville Trousdale Water and Sewer
Subdivisions and Developers Policy**

**HARTSVILLE TROUSDALE
WATER & SEWER UTILITY DEPARTMENT
DEVELOPMENT WATER AND SEWER SERVICE AGREEMENT**

THIS AGREEMENT made on the ____TH day of _____, 2018, by and between, the Hartsville Trousdale Water & Sewer Utility Department, hereinafter referred to a "Utility," and "_____" hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Utility owns and operates the water system in Trousdale County, Tennessee, which is capable of providing water service to a development presently known as _____ owned by Developer; and

WHEREAS, the Developer has made application for utility service.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties herein contained, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the parties hereto have entered into the following Agreement:

1. Upon completion by the Developer of all the Utility's requirements set forth herein, the Utility hereby agrees to and will permit the Developer to connect onto the Utility's lines and to install the lines and other facilities necessary for proper installation for water service to _____.

The Developer is to install the facilities for the utility service strictly in accordance with the drawings, plans, and specifications as drawn or approved by the Utility. These drawings, plans, and specifications are attached to the Agreement and made a part hereof as though copied herein.

2. The Developer agrees to follow all health, safety, workers' compensation, and all other applicable federal, state, and local statutes or governmental agency regulations in performing its obligations under this Agreement, including obtaining any licenses or permits required, and will pay any such fees, licenses, and other charges any such agency exacts.

3. The Developer will pay, at its own expense and no expense to the Utility, for all material and labor necessary to install and complete the facilities, including the corporation stop, the service tubing from the main to the meter location to be designated by the Utility, and the meter box, meter setting, and meter, in accordance with all drawings, plans, and specifications and this Agreement. The Contractor constructing the improvements will be subject to the Utility's approval.

4. At the time of execution of the Agreement, the Developer will pay to the Utility all fees and charges currently established by the Utility for:

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

(a) Hydraulic analysis and plans review fees (a non-reimbursable fee of \$_____);

(b) 10 % percent of the costs of installation of the utility construction covered by this contract, including engineering fees and administrative expenses connected to providing utility service to the development. The Utility's estimated total cost for installation of utilities covered in this contract is \$_____.

(c) Any legal expenses incurred by the Utility to provide utility service for the development.

(d) The Water Serviceability Fee per lot for this project is \$ 125.00. This fee is representative of ___ lots, as Item 22 defines.

(e) The Sewer Serviceability Fee per lot for this project is \$ 125.00. This fee is representative of ___ lots, as Item 22 defines.

5. At the time of the execution of this Agreement, the Developer will give a surety bond or letter of credit for one hundred percent (100%) of the construction costs as estimated by the Utility in accordance with the requirements of the Utility's policies. In the event the funds from the surety bond or letter of credit are not sufficient to complete the water line construction set forth in this Agreement, water service to the Subdivision will not be provided until the Developer pays the Utility sufficient funds to complete such construction.

6. The Utility shall have a continuous right to inspect the work on the facilities to assure the Utility that the same are being installed as approved. If work is found not to meet the Utility's standards, the Utility has the right to stop said work on all or any portion of the work until work is upgraded to the Utility's standards. To partially defray the costs of inspecting the work, the Developer shall pay the Utility \$100.00 per day for each and every day that the Developer's Contractor performs work on the project and until the work is completed. The Developer will make said payment in installments each week and before work for the week commences. The Utility will not accept any work the Contractor performs before the Developer pays the fee.

7. Upon project completion and upon the Utility giving written notice of acceptance, the Utility shall be and become the sole owner of the facilities free and clear of the claims of any person or entity without the necessity of any further writing, contract, or deed; however, the Utility may also require a deed of exchange thereof. The parties intend that this Agreement shall operate as a conveyance of the facilities when the same are installed and accepted.

8. The Developer agrees to produce and submit to the Utility as-built drawings for all the facilities it constructs.

9. The Developer hereby warrants all facilities installed pursuant to the provisions of this agreement against defects in workmanship and material for a period of one (1) year from the date of acceptance thereof in writing by the Utility. Further, the Developer shall immediately repair, at its own cost and expense, all breaks, leaks, or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

from the date the facilities are accepted in writing by the Utility. Upon the failure of the Developer after reasonable notice to take immediate steps to make such repairs, the Utility is hereby authorized by the Developer to

make such repairs at the reasonable cost and expense of the Developer, or to have such repairs made by a third party at the reasonable cost and expense of the Developer hereunder. The Developer hereby warrants that the facilities shall be paid for in full and that no liens or encumbrances shall remain in regard to the facilities.

10. In the event the Developer fails to install the facilities in accordance with the terms of this Agreement, the Utility may, in its sole discretion, elect to accept all or a portion of the facilities installed. Should the Utility choose to accept all or a portion of these facilities, the Utility shall become the sole owner of the accepted facilities upon giving the Developer written notice of its acceptance without the necessity of any further writing, contract, or deed. The Utility's election to accept such facilities under this paragraph shall not be construed as an assumption of any obligation related to these facilities of the Developer or of any third party. The Developer hereby acknowledges and agrees that the Utility may obtain from a Court an order for specific performance if the Developer fails to perform. The Developer further acknowledges and agrees that the Utility shall be entitled to monetary damages if the Developer fails to perform.

11. In the event the Developer fails to install the facilities in accordance with the terms of this Agreement, the amount paid to the Utility under paragraph 4(b) are not refundable to the Developer. Otherwise, the Utility will reimburse the fee paid under paragraph 4(b) upon completion of the work.

12. The Developer shall require any contractor or contractors who perform work to install the facilities to furnish the Developer bonds covering faithful performance of work and the payment of obligations arising from work on the facilities, with the value of each bond being 100% of the estimated construction cost.

13. The Developer shall provide a copy of this Agreement to any lender or contractor who performs work on the installation of these facilities before entering into any contract with such lender or contractor and shall furnish from each such lender or contractor a written acknowledgment of receipt of said copy.

14. The Developer covenants and agrees to hold the Utility harmless from the claim of any person, firm, corporation or entity, to defend any action at law or equity brought, and to protect the Utility against any judgments rendered growing out of the installation herein provided for whether the same be on private or public property.

15. In the event the Developer breaches this Agreement, the Developer shall bear the cost of the Utility's reasonable expenses, including attorney's fees and other expenses incurred in any efforts to enforce this Agreement whether by negotiation, litigation, or otherwise.

16. The Developer understands and agrees that no third party shall obtain any benefits or rights under this Agreement with respect to water or sewer tapping privileges, and no connection shall be made to any residence or

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

other customer site until all necessary arrangements have been made in accordance with the Utility's Rules and Regulations.

17. A copy of such Rules and Regulations is attached to this Agreement and made a part of this Agreement, and in the event of any discrepancies between the terms of this Agreement and the Rules and Regulations, the latter shall control.

18. The parties recognize that there may be failures of pressure or supply due to line breaks, power failure, flood, failure of the Utility's suppliers to furnish it with adequate water at a reasonable pressure, or other causes. While the Utility will endeavor to satisfactorily serve the development in the same manner as it serves other areas and customers, it cannot and does not warrant or guarantee that there will be at all times adequate water or adequate pressure. The parties agree that the Utility shall not be responsible or liable for any failures to supply water or to supply water at a reasonable pressure.

19. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

20. This Agreement shall constitute the entire agreement of the parties. This Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.

21. Any and all notices permitted or required under this Agreement shall be deemed given if hand-delivered, or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following address:

Hartsville Trousdale Water & Sewer Utility Department
328 Broadway
P.O. Box 66
Hartsville, Tennessee 37047

22. The Developer agrees to pay to the Utility a "**Water Serviceability Fee**" of **\$ 125.00 per lot** and a "**Sewer Serviceability Fee**" of **\$ 125.00 per lot**, where one or the other or both are applicable. Each fee is calculated, using formulae and analyses the Utility from time to time adopts, on a per lot basis to cover the Utility's cost of depreciation of the utilities being installed under this contract and the differential service the development requires. The Developer will pay the Utility the fees before the Utility allows any water or sewer construction to begin. Failure to pay said fees shall relieve the Utility from any obligation to provide service to this development.

23. The Developer agrees to pay to the Utility, on a monthly basis, a "Flushing Fee". This charge is calculated to cover the Utility's cost of flushing lines of the utilities being installed under this contract to assure acceptable water age within the development. The Developer shall pay each month a Flushing Fee in the amount of the product of the Utility's minimum water bill and the number of unsold lots remaining in the development at the time the water bills are due. As each lot is sold, each new lot owner will become responsible for the water bill for the lot owned. Failure to paid said fee shall relieve the Utility from any obligation to provide service to this development. **This fee with be \$ 18.25 minimum x _____ lots = _____per month**

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

The Developer agrees to pay to the Utility the "Water and/or Sewer Tap Fees" per lot in accordance to the Utility's current rates and fees schedule. The Developer will pay the Utility the fees before the Utility allows any water or sewer taps installed. Failure to pay said fees shall relieve the Utility from any obligation to provide service to this development.

The Water Tap Fees for this project is _____. This fee is representative of ___ lots. (As stated on line 24)

The Sewer Tap Fees for this project is _____. This fee is representative of _____ lots. (As stated on line 24)

Line 4 Fees for this project is \$ _____.

Line 22 Water Serviceability Fees for this project are \$ _____.
Sewer Serviceability Fees for this project are \$ _____.

The Total Fees for this project is _____. This fee is representative of _____ lots.

Line 6 and Line 23 will be billed as stated in this contract.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and date first above written.

Utility: HARTSVILLE TROUSDALE WATER & SEWER UTILITY DEPARTMENT

By: _____

Developer: _____

By: _____

Appendix B. Hartsville Trousdale Water and Sewer Department Drought Management Plan

Authority and Status to Plan

Hartsville Trousdale Water & Sewer Utility District (**HTWSUD**) Board consists of five (5) members. The board members are appointed by the County Mayor/Executive and approved by the County Commission. **HTWSUD** Board establishes all policies and procedures for the operation of **HTWSUD**. The day to day operations are the responsibility of a Superintendent recommended by the Board for appointment by the County Mayor/Executive and confirmed by the County Commission as prescribed for in the Metro Charter (ORDINANCE #30-2005-10). The drought planning committee members will consist of the County Mayor/Executive, the Board Chairman, and the Superintendent.

Purpose of the Drought Management Plan

The purpose of this plan is to reduce water demand and supplement available drinking water supplies in the event of a drought where existing water supplies are inadequate to meet current demand for potable water.

HTWSUD is committed to taking appropriate steps to avert and, if necessary, mitigate the effects of a water shortage, which could first jeopardize public health, safety and welfare and secondly, cause economic hardships to industry within our service area. Water conservation by our customers (residential, commercial, and wholesale) will be the primary focus of these mitigation efforts. This staged approach will utilize several factors as triggers or subsequent performance measures including, but not limited to, water demands or usage and river flows, precipitation deficits, drought indices such as the Palmer Index and the Standardized Precipitation Index, and seasonal drought assessments. Actual values for one or more of the drought indices together with consideration of these other factors and the best judgment from any and all appropriate professional and scientific disciplines will be utilized for the determination of the operative drought stage. This Drought Management Plan is designed to remain flexible and to accommodate procedures that would provide the most useful guidance and the ability to minimize the adverse impacts of a drought. Implementation of these phases will be as deemed appropriate based on system operating capacities.

Prior to initiating this policy, **HTWSUD** will have made system operational modifications or other changes necessary to minimize undue hardship on our customers that may result from implementation of this Drought Management Plan. Public education will be used year round to promote the wise use and conservation of water.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

System Characteristics and Risks

The Hartsville Trousdale Water has approximately 3,002 water connections. Using the household factor of 2.55 persons per household for Trousdale County this is equivalent to approximately 7,655 persons. The usage is categorized as follows:

Water Use Category/Month	Use in Gallons (Avg)	Percent of Total Usage	Peak Water Use	Percent of Total Usage	Increase in Gallons
Residential	9,725,000	67	12,871,875	75	3,146,875
Commercial	4,389,000	30	3,844,220	22	-544,780
Other	392,000	3	486,390	3	94,390
Total	14,509,000	100	17,202,485	100	2,693,485

The Hartsville Trousdale County Water Utility District Water Treatment Plant is a 2.0 MGD conventional water treatment plant. The water source is the Cumberland River with a withdrawal limit of 2.0 MGD. Alum is added to the raw water, it is filtered through mixed media filters, liquid bleach and fluoride is added, it is then pumped to the clearwell for storage.

Total Number of Storage Facilities in System: 10	Total Storage Capacity in Gallons: 2,875,000
Number of Elevated Storage Tanks: 2	Number of Ground Level Storage Tanks: 8
Total Storage Capacity in Days (Peak Flow): 2.3	Average Daily Gallons Pumped Source: 900,000

Goals – Objectives and Priorities

The initial goal of the drought management plan was to provide water to all priority uses as established by the water system under worsening drought conditions (three levels). The water uses and levels of water availability take into account the maintenance of public health and safety, sustaining economic activity, preserving critical environmental resources and life activities.

General Water Uses in Order of Priority

- Hospital and medical facilities
- Nursing homes and elderly care facilities
- Human Consumption (Drinking water, domestic cooking, bathing, toilet use)
- Fire protection (structural facilities, and hazardous situations)
- Pets (animal hospitals, kennels) and livestock
- Environment (Erosion, Aquatic Habitat)
- Commercial Uses (Restaurant, Laundry, Office, Retail)
- Industry and Manufacturing (Sanitation, Process, Cooling)
- Recreation (Pools, Athletic Fields)
- Landscape (shrubbery) watering (Home and Commercial)
- Lawn watering, Vehicle Washing (Home and Commercial)

Existing Emergency Operations Plans and Drought Management Plans

HTWSUD has an Emergency Operation Plan (EOP) addressing Major Line Breaks, System Contamination or Intentional Release of Hazardous Chemicals, Structural Damage/Physical Attack of Water System, Cyber Attack To SCADA System, Tornado/Earthquake/Heavy Winds, Storm Or Flood, Short-Term Power Outage and Prolonged Power Outage. The EOP is separate from the city's "Drought Management Plan." The EOP is unavailable for public scrutiny.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Because droughts emerge more slowly, public involvement in the development of a drought management plan can have significant advantages. Communities generally deal with limited water availability over a much longer period of time requiring longer-term reductions in water use during a drought. Public involvement when the plan is developed greatly increases community understanding and acceptance of it when it has to be implemented.

Interconnections, Mutual Aid Agreements and Backup Sources

1. Adjacent Water Systems:

City of Lafayette Water Department	615-666-2194	Master Meter /HWY 10
Castilian Springs/Bethpage Department	615-452-3615	Master Meter/ Old HWY 25

2. Short Term Water Sources:

Nestle Waters	615-699-8000
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Tanker truckers would be used if necessary. (See Appendix A)

Ordinances, Policies and Legal Requirements

The city's drought management plan, rules, ordinances, and policies are available for review. Copies can be examined at the **HTWSUD** office (210 Broadway St).

Agency Coordination and United States Geological Survey (USGS) Information

During periods of drought or impending drought, operators at the HTCWUD will monitor the USGS Surface-Water Monthly Statistics for Tennessee website located at <http://waterdata.usgs.gov/nwis/uv?03604000> to determine the flow in the Cumberland River. US Drought Monitor (http://www.drought.unl.edu/DM/DM_state.htm?TN,S) will be monitored to determine severity of drought. In the event that the river flow begins to approach preset trigger points, the Tennessee Division of Water Supply will be contacted to discuss possible actions.

Phased Management

The drought response plan is broken into four phases: Drought Alert, Voluntary Water Reductions, Mandatory Water Restrictions and Emergency Water Management. The drought management phases and sets of trigger points along with their associated goals are described below. Failure to achieve a management phases goal within a reasonable time shall call for the next phase to be implemented. **HTWSUD** will notify the Nashville Field Office when each phase of the plan is implemented.

Drought Alert

In the drought alert phase, no reduction in water use demand is planned. The **HTWSUD** will focus on monitoring conditions, prepare for the possible implementation of "Voluntary Reductions," and call its drought task force group together to review the plan and next-step actions.

Voluntary Water Reductions

This phase will be implemented when dry weather conditions continue and cause a reduction in source water levels. The goal of this phase is a water use reduction goal of 5%. This phase calls for some restraint by users, with exception that rainfall is likely.

Voluntary conservation measures include but are not limited to:

- Reduce the watering of lawns and landscaping.
- Water in the early morning.
- Raise the height of your mower.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

- Use mulch to maintain moisture around plants.
- Consider planting drought-tolerant plants.
- Do not hose down your sidewalk or driveway.
- Verify your home is leak free.
- Install a water displacement device to reduce the amount of water needed for each flush.
- Store drinking water in the refrigerator.
- Don't let the water run while brushing your teeth, shaving or washing your face.
- Avoid flushing the toilet unnecessarily.

Detailed Measures

Outdoor Conservation Tips:

- Reduce the watering of lawns, shrubs, trees and landscaped areas. As a general rule, established lawns do not need to be watered more often than every five to seven days.
- A hearty rain eliminates the need for watering for up to two weeks. Buy a rain gauge and use it to determine how much water/rain your yard has received.
- Water lawns during the early morning hours when temperatures and wind speeds are the lowest. This reduces water losses from evaporation.
- Don't allow sprinklers to water your street, driveway or sidewalk. Position them so water lands on the lawn and shrubs...not the paved areas.
- Install the most water efficient irrigation devices for each use. Drip and micro irrigation and soaker hoses are examples of water efficient irrigation methods.
- During dry weather, raise the height of your mower so that you are cutting your grass at the highest recommended height. A higher cut encourages grass roots to grow deeper, shades the root system and holds soil moisture better than a closely clipped lawn.
- Avoid over fertilizing your lawn. Fertilizer applications increase the need for water. Apply fertilizers, which contain slow-release, water-insoluble forms of nitrogen.
- Use mulch to retain moisture in the soil. Mulch also helps control weeds that compete with landscape plants for water.
- Consider planting drought-tolerant grasses, ground covers, shrubs and trees. Once established, they do not need to be watered as frequently and usually will survive a dry period without watering. Group plants together based on similar water needs. Talk with the County Extension Service or your local nursery.
- Do not hose down your driveway or sidewalk. Use a broom or blower to clean leaves and other debris from these areas.
- Use a shut-off nozzle on your hose so that water flows only as needed. When finished, turn it off at the faucet instead of at the nozzle to avoid leaks. Check hose connectors to ensure plastic or rubber washers are in place. Washers prevent leaks.
- Do not leave sprinklers or hoses unattended. A garden hose can pour out several hundred gallons or more of water in only a few hours.
- If you wash your own car, park on the grass and use a hose with an automatic shut-off nozzle.
- Refrain from using water for ornamental purposes including fountains, artificial waterfalls and reflecting pools.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Indoor Conservation Tips:

- Verify that your home is leak-free. Many homes have hidden water leaks. To check your home for leaks: Make sure no one in your home is using water and check to make sure the dial on the face of the water meter is not moving. If the flow indicator on the water meter is turning, you have a leak.
- Replace worn out flappers. There are three ways to determine if you need to replace the flapper: (1) add a dye tablet or dark food coloring to the toilet tank and wait 15 minutes. Do not flush. If the water in your toilet bowl changes colors, replace the flapper; or (2) shut off water to the toilet tank and flush. Once the tank is empty, touch the flapper. If a rubbery residue from the flapper comes off on your hand, replace the flapper; or (3) Once the toilet is full, turn the supply valve off and wait one hour. If the water level in the toilet tank drops, replace your flapper. Check the toilet for worn out, corroded or bent parts. Most replacement parts are inexpensive, readily available and easily installed.
- If the toilet handle frequently sticks in the flush position letting water run constantly, replace or adjust it.
- Install a toilet dam or water displacement device such as a bag or bottle to reduce the amount of water needed for each flush. Be sure the installation does not interfere with the operating parts in the tank.
- Take shorter showers or alternatively take a shower by turning the water on to get wet; turning off to lather up; then turning back on to rinse off. Repeat when washing your hair.
- Operate automatic dishwashers and clothes washers only when they are fully loaded. Set the water level for the size of load you are using.
- When washing dishes by hand, fill one sink or basin with soapy water. Quickly rinse under a slow-moving stream from the faucet.
- Store drinking water in the refrigerator. Don't let the tap run while you are waiting for cool water to flow.
- Do not use running water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or use the defrost feature on your microwave.
- Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.
- Avoid flushing the toilet unnecessarily. Dispose of tissues, insects and other similar wastes in the trash rather than the toilet.

Triggers

- System Demand exceeds 90% of operating capacity.
- Source water elevation reaches 442 FT.

Communication Methods

- Reverse 911 will be used for phone notification.
- A press release will be sent to media.
- Message will be placed on **HTWSUD** bill.

Mandatory Water Restrictions

This phase will be implemented when drought conditions are severely affecting the level of source water and the ability of HTCWUD to adequately supply and meet future demands or usage requirements of its customers.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

The goal of this phase is a water use reduction goal of 10%. This phase calls for some restraint by users, with the exceptions that rainfall is likely. This phase would likely correspond to conditions described by the US Drought Monitor as either a severe or extreme drought. It is possible that conditions might even be described as an exceptional drought.

Overview

Voluntary water reduction measures plus:

- Customers will be allowed to water established lawns and landscaping between sunset and sunrise.
- The washing of personal vehicles shall be suspended unless conducted at a commercial car wash.
- Fire hydrant use will be restricted to firefighting or flushing sewers for health protection.

Detailed Measures

- Use of irrigation systems will not be allowed.
- Commercial car washes are permitted to operate under normal conditions. .
- Newly constructed or existing public and private swimming pools, which include outdoor hot tubs, spas and Jacuzzis, may be filled once upon completion.
- A one-time draining and subsequent refilling of swimming pools is allowed only for repairs if conditions threaten the integrity of the pool and/or its supporting infrastructure.
- Unless exempted, the use of fire hydrants for any purpose except for firefighting or flushing sewers for health protection purposes shall be suspended.
- Car wash fundraisers are prohibited.

Special Note: The County Executive or County Health Officer shall have the authority to permit reasonable use of water to maintain public health, safety and sanitary standards. However, reasonable use shall not take precedence over the restrictions in this section.

Triggers

Voluntary Water Reductions complete and

- System Demand exceeds 90% of operating capacity.
- Source water level reaches 441 FT elevation.
-

Communication Methods

- Reverse 911 will be used for phone notification.
- A press release will be sent to media.
- Message will be placed on the **HTWSUD** bill.

Emergency Water Management

This phase will be implemented when extreme drought conditions have caused significant adverse impacts to the reliability of water resources and the ability of **HTWSUD** to adequately supply and meet future demands or usage requirements of its customers, and public health and safety are at risk. **HTWSUD** will implement surcharges for excessive water use.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

The goal of this phase is a water use reduction goal of 20%. This phase calls for sacrifices by users, with the exception that rainfall is unlikely and that extremely limited supplies must be reserved for supporting life and necessary sanitary uses. This phase would likely correspond to conditions described by the US Drought Monitor as an exceptional drought.

Overview

Voluntary water reduction and Mandatory water restrictions plus:

- **HTWSUD** will implement a 20% surcharge for water use above the customer's winter quarter average.
- Watering lawns or landscaping is strictly prohibited.
- Washing of all personal vehicles will be strictly prohibited.
- Fire hydrant use will be restricted to firefighting or flushing sewers for health protection.

Detailed Measures

- Newly constructed or existing public and private swimming pools, which include outdoor hot tubs, spas and Jacuzzis, may be filled with permission from the Superintendent.
- A one-time draining and subsequent refilling of swimming pools is allowed only for repairs if conditions threaten the integrity of the pool and/or its supporting infrastructure with permission from the Superintendent.
- The use of fire hydrants for any purpose except for firefighting or flushing sewers for health protection purposes shall be suspended.

Special Note: The County Executive or County Health Officer shall have the authority to permit reasonable use of water to maintain public health, safety and sanitary standards. However, reasonable use shall not take precedence over the restrictions in this section.

Triggers

Emergency Water Management complete and

- System Demand exceeds 90% of operating capacity.
- Source water elevation reaches 440 FT.

Communication Methods

- Reverse 911 will be used for phone notification.
- A press release will be sent to media.
- Message will be placed on the **HTWSUD** bill.

Enforcement

Any failure of a customer to comply with the requirements of declared water shortage emergency may be reported to any official of **HTWSUD** and shall be immediately investigated by the Superintendent or his designated agent. If noncompliance is found to exist, he shall request immediate compliance by the customer, should the customer fail or refuse to immediately comply with the request, the Superintendent shall immediately discontinue water service to the customer in question.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Any customer whose service is disconnected because of a failure to comply with the requirements of a declared water shortage emergency shall have the right, after the first such disconnection, to have service reinstated upon payment to **HTWSUD** of its customary reconnection charge and upon execution of a written statement that he will comply with the requirements of the declared emergency. If service is disconnected because of a subsequent failure to comply, such customer shall have the right to the reinstatement of service only after approval of the Board Members and subject to such terms and conditions that the Board shall impose,

The decision of the Superintendent may be appealed for a hearing to the Board Members. The disconnection shall remain in effect until the appeal is heard. A hearing shall be conducted within a reasonable time following the request for hearing made by the customer. In the event a hearing is not conducted within a reasonable time, **HTWSUD** shall reinstate the service. All requests for a hearing shall be made to the Superintendent of **HTWSUD**.

Water Quality Issues

Taste and odor complaints which appear isolated (i.e., 75 percent of the complaints located in one or two of the seven distribution area zones) will be addressed by increased flushing. Taste and odor complaints which appear widespread throughout the system will be addressed by feeding potassium permanganate to the treatment process and increased flushing as long as the system is not in "Emergency Management."

HTWSUD has included in its drought management plan the naming of a drought manager with responsibility/authority to hire/contract/assign staff to hang door notices, conduct additional meter reading, issue warnings and citations (with penalties for non-compliance according to a well-developed scheme), along with staff to shut-off water to customers who repeatedly do not comply.

Management Team

HTWSUD has designated the Superintendent to be the drought plan implementation Manager. He is ultimately in charge of managing the water system. In addition, the County Mayor, the Chairman of the Water Board and the Operations Manager make up the drought management group responsible for overseeing the implementation of the plan. The task group is activated and will meet as necessary, but no less than once a week, once a "Drought Alert" has been initiated. A "Drought Alert" corresponds to the US Drought Monitor's categorization of the water system's service area as being characterized as under "Severe" drought conditions. The task group monitors water system conditions, including water demand, water supply, forecasted conditions, hydraulic conditions, water quality issues, impacted communities, public notification, plan modifications, staffing, trigger points and other issues related to the implementation of the plan. The task group and chief operator must also maintain records of their actions, system conditions at the time of management actions taken, and their effects. Finally, the drought management group and plan implementation manager must also determine and announce the step-down and/or deactivation of the plan.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

Review, Evaluation and Up-dating the Management Plan

The drought management plan was adopted on _____ by the County Commission. The drought manager will review the plan within 6 months after any phase of the plan has been implemented and/or every 5 years. Refinements to the drought management plan will be made as necessary. The drought manager is responsible for making the review and presenting that review before council.

APPENDIX A

GUIDELINES FOR PREPARING TANK TRUCKS FOR TRANSPORTING POTABLE WATER

The following procedures are guidelines for using tank trucks or trailers to provide potable water during drought or other emergency conditions. The Nashville Environmental Field Office should be contacted before a water hauling operation is begun.

Selection

Tank trucks or trailers to be used for transporting potable water should be selected with two considerations in mind: the nature of the truck's normal use and the degree of difficulty in cleaning. Commercial milk or potable water tank trucks are preferred. Trucks designed for the transport of wine, vegetable oil, beer, or other food products may also be used. Trucks that have been used to haul petroleum products or other toxic substances are not acceptable.

Cleaning Procedures

Water trucks: Flush tanks thoroughly with potable water and inspect for particulate matter such as rust and sediment.

Milk trucks: Scrub tanks with detergent, flush thoroughly with potable water, and inspect for cleanliness.

The following cleaning procedures may be employed for tank trucks normally used for hauling such liquids as apple juice, vinegar, wine, yeast, liquid sugar, beer, corn syrup, cottonseed oil, peanut oil, margarine oil, linseed oil, safflower oil, and soybean oil:

1. Open the drain and flush with hot, potable water.
2. Steam with an emulsifying detergent until the tank is clean. If steam is not available, circulate the detergent at a temperature of 180 degrees to 210 degrees Fahrenheit, changing the location of the nozzle to keep the interior continuously wet from top to bottom. Repeat this procedure until the tank is clean.
3. Rinse the tank thoroughly with hot, potable water and drain.

All hoses should be stored off the ground and should be properly capped in storage and transit to prevent contamination. All equipment should be of an approved type for water supply purposes and should be new or obtained from a water supply application. All hoses, pumps and other equipment should be flushed and disinfected before use.

Disinfection Procedures

Disinfection can be accomplished by filling the clean tank with potable water containing at least 50 ppm chlorine and allowing the water to stand for a minimum of 24 hours. The table below indicates the amount of hypochlorite solution (Purex, Clorox, or other household bleach) required to produce 50 ppm in various quantities of water. To insure proper mixing, the bleach must be added slowly as the tank is being filled.

Hartsville Trousdale Water & Sewer Utility Department Rules and Regulations

<u>Capacity of Tank, Gallons</u>	<u>Gallons of Bleach Required for 50 ppm*</u>
500	1/2
1000	1
1500	1 ½
2000	2
2500	2 ½
3000	3
3500	3 ½
4000	4
4500	4 ½
5000	5

*Assumes household bleach with five (5) percent available chlorine.

If circumstances preclude the 24-hour waiting period, other available methods are listed in AWWA Standards C652.

Filling Procedure

The source of water must be an approved public water supply. Tanks should be filled and emptied through an air gap to prevent backflow and contamination of the source. Tank inlets or openings should be covered and properly sealed.

Water to be transported via tank truck must carry a free chlorine residual of one (1) ppm at the beginning of each haul. This may be achieved by adding one (1) cup of household bleach to each 1000 gallons of water. The bleach should be added during filling to insure uniform distribution.

Testing

Chlorine residual should be measured frequently to insure that a minimum of 0.2 ppm free chlorine residual is maintained. The tank water should be analyzed for bacterial contamination prior to use.

**Appendix C. Hartsville Trousdale Water and Sewer
Standard Specifications for the Construction of Water
Lines.**