

RULES AND REGULATIONS
of the
PUBLIC UTILITIES BOARD
of the
TOWN OF MOUNT CARMEL, TENNESSEE

**"APPROVED AND ADOPTED OCTOBER 14, 1999
AFTER PUBLIC HEARING BY PUBLIC UTILITIES
BOARD AND ON OCTOBER 28, 1999, BY BOARD
OF MAYOR AND ALDERMEN PURSUANT TO
RESOLUTION NO. 194"**

RESOLUTION NO. 194

RESOLUTION APPROVING RULES AND REGULATIONS PROMULGATED BY THE PUBLIC UTILITIES BOARD

WHEREAS, *Tenn. Code Anno.* § 6-2-201(14) provides that every municipality incorporated under this charter may "Prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities, compel reasonable extensions of facilities for these services, and assess fees for the use of or impact upon these services.,"; and

WHEREAS, pursuant to the powers granted to the Town of Mount Carmel, a Sewer Use Ordinance (Ordinance No. 123, as amended) was adopted by the Town of Mount Carmel; and

WHEREAS, Mount Carmel Municipal Code Section 18-109 (2) provides "The 'Board' is duly authorized to make, promulgate, alter, amend, or repeal such rules and regulations as are reasonably necessary to control the use and operation of the Wastewater Control System;" and

WHEREAS, the Public Utilities Board promulgated such rules and regulations as are reasonably necessary to control the use and operation of the Wastewater Control System -- having formally adopted said rules and regulations at their meeting of October 14, 1999, after a public hearing, notice of which was given fifteen (15) days in advance in a newspaper of general circulation within the Town; and

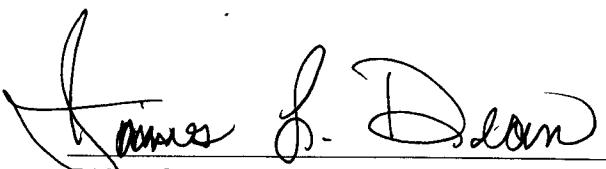
WHEREAS, the health and welfare of the citizens of the Town of Mount Carmel, Tennessee, require the consistent application of these rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR
and ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE,
as follows:**

SECTION I. That the rules and regulations formally adopted by the Public Utilities Board on October 14, 1999, are approved and these rules may be altered or amended without further approval by this Board of Mayor and Aldermen but may be voided by same;

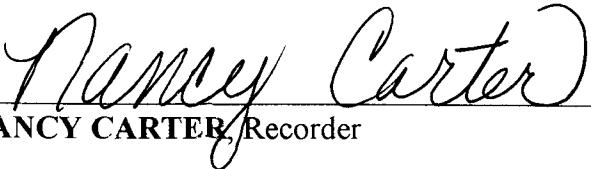
SECTION II. This Resolution shall take effect upon its passage as the law requires, the public welfare requiring it.

A D O P T E D this the 28 day of October, 1999.



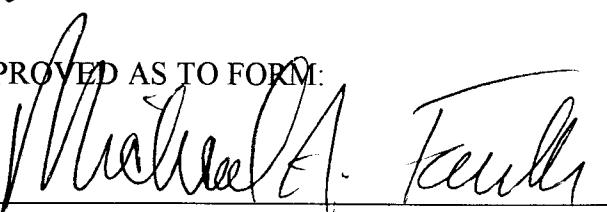
JAMES L. DEAN, Mayor

ATTEST:



NANCY CARTER, Recorder

APPROVED AS TO FORM:



LAW OFFICE OF MICHAEL A. FAULK

NOTICE OF PUBLIC HEARING PUBLISHED ON: 10-3-99

NAME OF PUBLICATION: Kingsport Times News

PUBLIC HEARING HELD BY THE PUBLIC UTILITIES BOARD ON: 10-14-99

FIRST READING	AYES	NAYS	OTHER
WAYNE ALLEY	<i>absent</i>		
HENRY BAILEY	✓		
EUGENE CHRISTIAN	✓		
JAMES DEAN, MAYOR	✓		
GARY LAWSON	<i>absent</i>		
THOMAS WHEELER	✓		
CARL WOLFE	✓		
TOTALS			

PASSED FIRST READING: 10-28-99

RULES AND REGULATIONS
PUBLIC UTILITIES BOARD
TOWN OF MOUNT CARMEL, TENNESSEE

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RULES AND REGULATIONS
PUBLIC UTILITIES BOARD
TOWN OF MOUNT CARMEL, TENNESSEE

1.00. PURPOSE and POLICY. These Rules and Regulations are designed to provide guidance in operating the Municipal Wastewater Treatment System efficiently and effectively. Furthermore, these Rules and Regulations are designed to provide guidance in the consistent application of policies and practices so that all customers are treated as equally and fairly as is practical.

2.00. AUTHORITY. The authority for the promulgation of these Rules and Regulations is found throughout Title 18, "WATERS AND SEWERS, MOUNT CARMEL MUNICIPAL CODE" but specific reference is made to those applicable provisions of the Tenn. Code Anno. and the Federal Water Pollution Control Act of 1972, 33 U.S.C. §1251 *et seq.*, which provides this Board and the Town with authority to carry out the business of a wastewater treatment and management system.

3.00. PUBLIC UTILITIES BOARD.

3.01. MEETINGS.

A. Frequency. The Public Utilities Board, hereinafter "Board" shall meet no less frequently than on a quarterly basis. The Board will normally meet on a monthly basis; but, in the event there is no business to be transacted by the Board, monthly meetings may be canceled. Special called meetings of the Board may be had upon five (5) days notice to the public and Board members and may be scheduled by the Chairman. Emergency called meetings can be requested by any Board member in the event an emergency arises.

B. Open Meetings Law. The State Open Meetings Law shall govern the conduct of all Board meetings. Tenn. Code Anno. §8-44-101, *et seq.*

C. Quorum. Three members shall constitute a quorum for the purpose of conducting the business of the Board.

D. Agenda. An agenda shall be circulated among the Board members five (5) days before the conduct of any regular Board meeting.

E. Regular Board Meetings shall be held at 7:00 p.m. on the Second Thursday of each month at the Town Hall.

F. Rules of Procedure.

- (1) Robert's Rules of Order, latest edition, are to be followed in the conduct of Board meetings.
- (2) Meetings shall be conducted in the following order:
 - (a) Invocation
 - (b) Roll call

- © Minutes of prior meeting to be approved (Minutes of the prior meeting shall be mailed to Board members in advance and only corrections of minutes need be read aloud.)
- (d) Recognition of visitors
- (e) Chairman's remarks
- (f) Members' reports
- (g) Old business
- (h) New business

3.02. OFFICERS. The officers of the Board of Public Utilities shall be the Chairman, Vice Chairman, Secretary, and Treasurer.

A. Manager/Chairman. The Chairman of the Public Utilities Board shall also serve as the Manager of the Wastewater Treatment System. The Chairman is to be elected each July from among the five (5) Board members. (Mount Carmel Municipal Code 18-110).

B. Vice Chairman. The Vice Chairman shall be elected at the same time the Chairman is elected and shall preside in the absence of the Chairman.

C. Secretary. The Secretary is to keep complete and maintain accurate records of all meetings, need not be a member of the Board, and shall be elected by the Board each July.

D. Treasurer. The Treasurer shall account for all receipts and disbursements and must report same at least annually to the Board of Mayor and Aldermen. No bond shall be required of the Treasurer and no compensation is payable to the Treasurer. The City Recorder/Treasurer is appointed to serve as the Public Utilities Board Treasurer. (Mount Carmel Municipal Code 18-110).

4.00. CONNECTION TO SYSTEM. "Mount Carmel Municipal Code 18-104(3). Connection to Public Sewer" prescribes the requirements for connecting to the Town Wastewater Treatment System.

4.01. EXTENSION OF TIME TO CONNECT TO SYSTEM. For good cause shown up to two (2) thirty (30) day extensions may be granted upon proper application to the Board.

A. If no action is taken within sixty (60) days of receiving a final notice to connect to the Wastewater Treatment System, the Chairman shall file charges in the City Court for the Town of Mount Carmel against such person(s) failing to connect for violation of Mount Carmel Municipal Code 18-107(7).

(1) "Final Notices to Connect" shall be sent certified mail, return receipt requested or delivered personally.

4.02. PERMIT REQUIRED.

A. Application form approved. The forms attached hereto are designated as the official application forms for service from the Public Utilities Board for the Town of Mount Carmel.

B. Life and renewal of permit. No connection permit will be issued until thirty (30) days after payment of the system user fee. This thirty (30) days payment requirement is for the purpose of giving the Town adequate notice so that a tap can be made into the sewer main line for the purpose of accommodating the new user. Once the system user fee has been paid and the Town has thirty (30) days to provide the tap into the sewer main line, permits for connection to the public sewer main line by the customer may be issued, are good for fourteen (14) days, and may be renewed for an additional fourteen (14) days.

C. Pre-connection conference. A pre-connection conference is to be conducted by a Public Utilities Board employee with the customer(s) and contractor(s) prior to the actual connection to the main sewer line to discuss among other things:

- (1) Location of the connection,
- (2) Construction standards,
- (3) Inspection requirements.

4.03. INSPECTIONS. Once a customer has completed connection to the system an inspection of the connection shall be conducted. Board employees shall determine that the connection has met the requirements outlined in the Sewer Use Ordinance and these Rules and Regulations. If approved, a connection inspection report found at O & M Manual, 3/14/89, page 12.22 shall be completed and filed. If more than one inspection is required, other inspection reports are to be attached to the initial connection inspection report. The property owner is required to sign the connection inspection report. The form attached hereto is designated as the official Connection Inspection Report of the Board.

4.04. LOCATION OF CONNECTION.

A. Agreement should be reached with the customer regarding the actual location of the connection to the main sewer line.

(1) Multiple adjoining lots. Connections, where practical, are to be made at a point most convenient to the customer and at a point which will cost the least expense to the Board.

B. Basements which may be developed in the future and which could potentially require pressure pumps are to be taken into consideration in locating connections.

C. Relocations. Relocation may be performed at the discretion of the Public Utilities Board but only at the owner's expense unless some error was made by the Public Utilities Board in the location where the connection was installed.

4.05. CONNECTION WAIVER (DRY TAP).

A. Only upon written agreement with the customer(s) which may be duly recorded in the Office of the Register of Deeds for Hawkins County, at Rogersville, Tennessee, can the Public Utilities Board waive the requirement that a customer connect to the Wastewater Treatment System. Customers must agree that there shall be no wastewater discharge emanating from any structure on the customer's property. The Public Utilities Board may require demolition or removal of the structure in order to enter into such a waiver. In the event of wastewater discharge after entering into such an agreement, the Board of the Public Utilities shall assess the System User Fee which shall be due immediately and the structure on the customer's property is to be connected and the Connection Charge paid within (30) days of such initial discharge.

B. Any payments assessed due to "dry tap" fees are due in June of each year.

4.06. DRAIN LINE INCLUDED. Not only lines carrying wastewater to private wastewater disposal systems are to be connected to the Wastewater Treatment System, but also drain lines carrying any other "wastewater" as defined in Mount Carmel Municipal Code 18-103(44) shall be connected to the system.

4.07. MULTIPLE CONNECTION.

A. Single parcel of realty. A connection is considered to be a break into the sewer main lines for the purpose of connecting the customer. If a single water bill is issued to a customer for multiple buildings on a single parcel of realty and those structures are serviced by a single connection to the sewer main line, those structures may be considered a single connection. In the event more than one water bill is issued for multiple structures on a single parcel of real estate the combined total of the water usage shall be used to compute the monthly service charge. However, in the case where duplexes, triplexes, townhouses, and condominiums are involved, each unit must have a separate physical connection. The Public Utilities Board will provide a single tap into the wastewater treatment system main line to be located in accordance with other provisions of these Rules and Regulations. To this single break into the main line, the customer will provide separate connections to each dwelling unit.

B. Multiple parcels consolidated. The combining of two or more parcels of real estate into a single parcel for the purpose of making a single service connection to the sewer main line is prohibited. Even in the event of the consolidation of those parcels, if more than one connection into the sewer main line is required, multiple System User Fees and Connection Fees shall be required.

C. Mobile home parks/apartment complexes/car washes/etc. So long as multiple unit structures may be connected to the sewer main line at one location, only one Connection Charge and one System User Fee with the additional charges for multiple structures shall be assessed. If more than one connection to the sewer main line is required for multiple structured units, then a connection charge shall be assessed for each point of connection to the sewer main line. Additionally, a System

User Fee will be assessed for each connection to the sewer main line and the charge for multiple units shall be assessed for all of those units receiving service through that particular connection. Monthly sewer service charges shall be rendered for each metered unit within any multiple unit structure or mobile home park.

4.08. INJUNCTIONS. Continued failure or refusal to connect to the Wastewater Treatment System after proper demand having been made to do so shall result in the Board of Public Utilities seeking a mandatory injunction through the Chancery Court of Hawkins County, Tennessee, to require the customer to connect immediately to the system.

A. The Board of Public Utilities may perform the connection itself and add all of the expenses incurred in same to the monthly sewer service bill to the customer.

B. All of the above-noted remedies for failure to connect are in addition to those contained in Mount Carmel Municipal Code 18-107(7).

4.09. CONFLICTS OF INTEREST. All employees of the Town are discouraged from performing connections for customers as independent contractors while off duty from their employment with the Town. Providing these services as independent contractors may give the appearance of impropriety in that customers could confuse employment of such persons as employment of the Town itself to provide this service.

4.10. MONTGOMERY STREET CUSTOMERS. Customers with property on Montgomery Street in Mount Carmel, Tennessee, may connect to the Church Hill, Tennessee, Wastewater Treatment System upon payment of fees and charges assessed by the Church Hill, Tennessee, Wastewater Treatment System and shall abide by and be governed by all Rules and Regulations maintained by that system.

5.00. SYSTEM GROWTH AND EXPANSION.

5.01. NEW CONSTRUCTION AND NEW SUBDIVISIONS WITHIN COVERED AREA.

A. The Public Utilities Board shall approve all plans and specifications prior to the development of any new subdivision within areas already covered by the Wastewater Treatment System.

(1) All plans and specifications are to provide for sewer lines which run within two hundred (200) feet of a lot line for all lots within said subdivision.

B. During an extension phase of the Wastewater Treatment System, no concession may be made upon System User Fees to any developer or customer in the event that the system is not completed when anticipated and as a result the customer or contractor must install a private domestic wastewater disposal system.

5.02. NEW SUBDIVISIONS ADJOINING AREA COVERED BY EXISTING WASTEWATER TREATMENT SYSTEM.

A. The Public Utilities Board shall approve all plans and specifications prior to the development of any new subdivision which adjoins areas presently covered by the existing Wastewater Treatment System.

(1) All plans and specifications are to provide for sewer lines which run within fifty (50) feet of a lot line for all lots within said subdivision.

5.03. SYSTEM EXTENSION.

A. Public Hearing. Prior to recommending the expansion or extension of the Wastewater Treatment System to the Board of Mayor and Aldermen, a public hearing shall be conducted with notice to the customers in the area to be serviced by the system expansion or extension to be accomplished by publication of same in a newspaper of general circulation within the area proposed to be serviced. A report of the comments and remarks made at such public hearing shall be included within any recommendation to the Board of Mayor and Aldermen.

B. Recommendations to Board of Mayor and Aldermen. Any recommendation for the extension of the Wastewater Treatment System into new areas either within or without the Town are to include all necessary data and information required by the Board of Mayor and Aldermen. Mount Carmel Municipal Code 18-111(5).

C. A minimum of six months prior notice shall be given to customers in the proposed extension area as to the due date of the System User Fee.

(1) At least once in this six month interval prior to the due date of the System User Fee, notice by registered mail shall be given to prospective customers (as noted in the records of the Property Assessor of Hawkins County, Tennessee.)

D. Record Date. A "record date" must be established to determine who is responsible for the payment of the System User Fee in the event a building is sold subsequent to the initial notice. A "record date" is also necessary to determine whether construction on the building is "commenced" to determine whether grant funds to help defray the "System User Fee" are available.

E. Lien to secure System User Fee. If permitted under Tennessee law, the Board shall file a lien in the appropriate office to give notice of the assessment of a System User Fee.

F. A letter of approval of construction plans and specifications will be required from the Tennessee Department of Environment and Conservation.

5.04. CONSTRUCTION CONTRACTS.

A. The requirements of conducting pre-blast surveys and monitoring all blasts shall be included in all contracts for construction concerning the Wastewater Treatment System.

B. Lawn and driveway restoration.

(1) All contracts for construction concerning the Wastewater Treatment System shall include the requirements that photography of existing lawns, driveways, and etc. to be taken prior to commencement of any ditching or excavation which would materially alter said lawns, driveways, etc.

(2) Restoration is to be done so as to nearly as practical restore the law and/or driveway to its original condition as soon as feasible -- weather permitting.

C. Bonding. Sufficient performance bonds and adequate retainage is to be required of all contractors.

D. Paving. All contracts for the placement of sewer lines within any paved street or right-of-way shall include the provision that such paved street or right-of-way shall be restored -- as nearly as practical -- to its pre-construction condition and preferably repaved after the completion of installation of such lines.

E. Construction "Acceptance". The Board of Public Utilities shall make recommendations to the Board of Mayor and Aldermen as to whether it should "accept" construction upon completion. Mount Carmel Municipal Code 18-111(5).

F. Equal opportunity. Any contract for construction work on the Wastewater Treatment System shall include an "Equal Opportunity clause" which is in substantial compliance with all rules, regulations, and relevant orders of the Secretary of Labor.

G. Compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*)
It shall be the policy of the Board that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied benefits of or otherwise be subjected to discrimination in connection with the construction or providing services, programs, or activities in regard to the Wastewater Treatment System.

H. No Handicap Discrimination. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual shall, solely by reason of their handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any operations, programs, services, or activities rendered by the Public Utilities Board.

5.05. USE OF STREETS AND EXISTING EASEMENTS. Whenever possible and practical so as to lower construction costs, existing easements and streets are to be used for the installation of sewer lines.

5.06. EASEMENTS.

- A. In purchasing easements a rate per square foot is to be determined.
- B. The area of easement sought is to be mapped or staked for the customer's review before negotiating a purchase price.

C. Any negotiated price is to be approved by the Public Utilities Board if it exceeds by twenty-five percent (25%) the calculated price per square foot. Designated Board employees are given the authority to negotiate easements with customers up to a figure in excess of the rate per square foot of twenty-five percent (25%).

5.07. APPRAISALS. The Board shall employ General Certified Appraisers who are to make the determination as to the value of all easements sought, properties to be condemned, and properties to be acquired including any incidental damages caused by the conveyance of such easements or properties.

5.08. NOTICE TO CUSTOMERS. The Public Utilities Board shall make available to customers plans and specifications of the proposed extension, shall assist customers in the identification of existing septic tank locations, and shall conduct a connection line conference at the customer's request prior to the plans and specifications becoming finalized and the construction commenced.

5.09. CONDEMNATIONS. Board authority to condemn property is found in Tenn. Code Anno. §7-35-101, §29-17-201, and §7-031-107. Unless otherwise requested, condemnation proceedings shall be conducted pursuant to the supplementary method of condemnations specified in Tenn. Code Anno. §29-17-802 through §29-17-814. Whenever practical, the Board shall conduct negotiations to obtain easements, right-of-ways, properties for the purposes of the Wastewater Treatment System and condemnation shall be used as a matter of last resort. Where practical, notice should be given to customers of deadlines for the completion of negotiations in the acquisition of such properties.

5.10. CONSTRUCTION ACCOUNT. During an extension or expansion phase of the Wastewater Treatment System funds earmarked for construction shall be deposited in a special construction account.

6.00. RATES AND CHARGES.

6.01. SEWER SERVICE CHARGE.

- A. Where sewer service is available a monthly sewer service charge shall be assessed whether the structure is connected to the system or not.

(1) A monthly sewer service bill will be assessed whether the structure is occupied or not.

(a) If the customer will provide evidence to the Public Utilities Board that the water has been turned off a Dry Tap Fee on such unoccupied structure of \$12.00 annually will be assessed.

B. Adjustments. Adjustments in the monthly sewer service charge may be made pursuant to contract with the First Utility District.

(1) Leaks. Leaks may be adjusted by the First Utility District following the same procedures used by the First Utility District to adjust water bills (Ordinance 102) or leaks may be adjusted for months where a leak is proven to exist by the customer so that the customer will be charged in that month the average monthly bill for the seven (7) months preceding the leak.

C. Agricultural usage. Whenever feasible, customers shall be required to separately meter water used for livestock and agricultural purposes should the customer desire to not be billed sewer service charges on water amounts so used for agricultural purposes.

(1) Charges for those customers (without separate meters) with such agricultural usage are not to exceed the average bill for residential households (average of 30 randomly selected households) which average residential household bill is to be re-computed annually.

D. Landlord obligation for the payment of sewer service charge in the event building is rent. At the landlord's request, the Public Utilities Board will send Sewer Service Bills to tenants but landlords shall be responsible for any and all unpaid bills when the rental property is unoccupied unless the water is turned off as noted in 6.01(1)(a) above.

E. Customers whose water source is from a well are charged the minimum monthly service charge. Any such customer who pays the monthly service charge by a single advance annual payment shall pay an amount equal to ten times the minimum monthly service charge then in effect.

6.02. SYSTEM USER FEE.

A. Due date.

(1) Discounts may be granted for early payment of the System User Fee.

(a) No discounted early payment fee on the System User Charge may be granted unless the amount due is paid in full by the deadline date.

(2) For good cause shown the Public Utilities Board may extend the date the System User Fee is due.

(3) Notice of the due date and the amount due is to be accomplished by certified mail sent at least thirty (30) days prior to the due date. In the event the customer refuses to accept such certified mail, actual notice of the due date shall be attempted.

(4) For newly constructed buildings, notice shall be given as to the amount of the System User Fee by indicating the same on the application for building permit. The System User Fee shall be paid on or before final inspection of the construction is completed and approved.

B. Split fee. When practical, the System User Fee may be divided into one or more installments.

C. Financing System User Fee.

(1) Installment payments shall be acceptable and received by the Board without benefit of a promissory note up to the deadline for the payment of the System User Fee at which time the balance shall be due and owing.

(a) Installment payments prior to the final due date for payment of the System User Fee shall be no less than \$50.00 each on a monthly basis.

(2) Lien/Promissory Note.

(a) Promissory notes secured by lien may be presented for the payment of the System User Fee upon proof of acceptable credit. Mount Carmel Municipal Code 18-104(3)(b)(1).

(b) Promissory notes paying the System User Fee on gravity connections are not to exceed a term of five (5) years and on pressure pump connections are not to exceed a term of ten (10) years.

(c) Promissory notes are acceptable at an interest rate of ten percent (10%) per annum.

(d) The Board of Public Utilities shall approve all credit applications. Credit applications by subscribers will be submitted to the Credit Bureau of Kingsport, Tennessee, wherein the Town of Mount Carmel shall maintain the membership for the purpose of obtaining credit information on such applicants.

(e) The form attached hereto is approved as the official "application for credit" form.

(f) The form attached hereto is approved as the official "promissory note and lien."

D. Multiple Units.

(1) For trailer parks, apartment house, hotels/motels, and all other multiple structures, in addition to the System User Fee of Two Thousand Dollars (\$2,000.00) for the first unit, there is assessed Five Hundred Dollars (\$500.00) for each additional unit. (Ord. 135 adopted October 22, 1992, and Ord. 209, adopted October 28, 1999).

(2) The System User Fee for car washes is Two Thousand Dollars (\$2,000.00) which includes up to four (4) bays plus One Hundred Fifty Dollars (\$150.00) for each additional bay. (Ord. No. 135 adopted October 22, 1992).

E. Nontransferability. Once paid for a particular address to be served by the Wastewater Treatment System, the System User Fee is nontransferable.

F. Vacant lots. After reaching agreement as to whether gravity or pressure pump connections will be required, customers may pay the then existing System User Fee on any vacant lot and then connect to the Wastewater Treatment System when any structure is built thereon. No monthly sewer service bill, accounting fee, or connection charge will be due and owing until the structure is sufficiently complete to connect to the Wastewater Treatment System.

G. Refunds. Refunds of the System User Fee are to be made only if the system is not installed, if the system is installed but such that the main sewer line is more than five hundred (500) feet from the building to be connected or if the installation of the system is feasible only with grant funds from some state, federal, or other governmental agency and said grant funds do not become available. Upon request of the customer, refunds shall include interest to be calculated at the same rate charged by the Town to persons delinquent in paying their System User Fee. (as modified December 10, 1992).

H. Subdivision development charges. System User Fee shall be Seven Hundred Fifty Dollars (\$750.00) per lot in newly developing subdivisions where the developer installs at his own expense according to the specifications of the Public Utilities Board and the Town of Mount Carmel sewer lines and pumps where necessary if any, within said development and said developer pays said Seven Hundred and Fifty Dollars (\$750.00) per lot fee prior to the marketing and sale of any lot in said subdivision. When in doubt as to whether a residence will require a pump or will flow by gravity, the additional cost of a pump (\$2,100.00) will also be assessed. In the event the residence, once built, is gravity flowed, the additional assessment will be refunded to the developer. All the terms and definitions of what constitutes a subdivision will be determined by the Mount Carmel Regional Planning Commission (as modified August 12, 1999, and September 9, 1999, by the Public Utilities Board and by Ord No. 209 adopted September 23, 1999).

I. Assessment of System User Fee in Advance of Availability of Services. Authority for the assessment of the System User Fee in advance of the availability of service is found under "Local Government Public Obligation Law," Tenn. Code Anno. §9-21-101 *et seq.* where local governments

are authorized to "fix, levy and collect fees, rents, tolls or other charges for the use of or in connection with any public works project . . ." (emphasis added.) No System User Fee is to be assessed in advance of services being available unless the Board of Mayor and Aldermen accept the Public Utilities Board's recommendation to expand the Wastewater Treatment System, architects and/or engineers have been hired to prepare plans and specifications of such extension or expansion project, and the estimated completion date of said project is no more than twenty-four (24) months in advance of the assessment of the System User Fee.

6.03. CONNECTION CHARGE.

A. Gravity. The connection charge on connections to the main sewer line for gravity propelled systems is Two Hundred Dollars (\$200.00).

B. Pressure pump. The connection charge on connections to the main sewer line for pressure pump systems is Twelve Hundred Dollars (\$1,200.00). Customers connecting during an expansion or extension phase of the Wastewater Treatment System shall pay no more than a Two Hundred Dollars (\$200.00) connection charge whether by gravity or pressure pump.

(1) The connection charge must be paid before final inspection and a discharge permit approved on any newly constructed property or on any building connecting to the system during the expansion phase of the Wastewater Treatment System.

(2) "Expansion of Extension Phase" is considered completed and the availability of the discounted connection fee ended when notice is given to customers that the new line is available for connection. (adopted 09/09/93).

6.04. ACCOUNTING FEE.

A. Nontransferable. The \$35.00 accounting fee shall not be transferable and shall be reassessed any time there is a change in the name of the customer or customers being billed at a particular address (modified by Ord. No. 135, adopted October 22, 1992).

B. Payable by actual users. The person in whose name the monthly sewer service bill is rendered shall be the person responsible for the payment of the accounting fee.

6.05. INSPECTION FEE.

A. Initial inspection fee. The initial connection is to be inspected without charge.

B. Subsequent inspections. Any additional inspection required shall require a fee of \$13.50.

6.06. OTHER FEES.

A. Septic tank trucks. Persons wishing to empty septic tank trucks directly into the Wastewater Treatment System must have a permit (form attached), shall be charged a minimum fee of \$20.00, and shall pay no additional charge for the first 2,000 gallons dumped. Each additional 2,000 gallons will result in another \$20.00 fee.

B. Industrial users/septic tank truck permit. For each permit issued under the provisions of Mount Carmel Municipal Code 18-104(9) an annual service charge shall be paid for the period of one (1) full fiscal year or fraction of the fiscal year.

C. Extra strength surcharge. Users who discharge or cause to be discharged extra strength waste into the sewer system who possess an appropriate permit will be subject to a surcharge incurred in treating and disposing of their discharge. Mount Carmel Municipal Code 18-104(10).

D. Sampling, flow monitoring, and analysis fees. Users who are required by the Board to have sampling and flow monitoring devices installed (temporary or permanent) or who choose to have flow monitoring device(s) installed in order to measure actual amounts of wastewater discharged shall be charged to compensate for operating and maintaining equipment and for performing analytical tests on their discharge.

E. Connection permits. A connection permit is free but expires within fourteen (14) days. Any subsequent connection permit shall cost the customer \$7.50.

6.07. HARDSHIP COMMITTEE. There is hereby established a Hardship Committee whose purpose it is to review applications submitted by system customers for the payment of fees and charges by installment payments, to reduce the amount of fees and charges, or to waive the amount of fees and charges altogether.

A. The Hardship Committee shall consist of three (3) persons to be appointed by the mayor and approved by the Board of Mayor and Aldermen.

B. The Hardship Committee shall review applications for hardship determination in regard to the System User Fee, Monthly Sewer Service Charge, and Connection Charges.

C. The application attached hereto is approved as the official "application for hardship determination."

D. The Hardship Committee is to make recommendations to the Board on all applications. The Board will have the final approval on same.

E. The degree or amount of charge to be reduced or waived by the Hardship Committee shall be deducted from the interest earned from the deposits in an interest bearing account of the

original billing deposit fees paid by the system's initial customers. Once the above-referenced interest is exhausted no additional hardship reductions or waivers may be granted in that fiscal year.

6.08. COLLECTIONS. The following practices shall be followed in collecting delinquent fees, rates, and charges.

A. Monthly sewer service bills.

(1) Initial customers. Agreement is reached with Collection, Inc., that those customers incurring charges and failing to pay same prior to the contract being entered into for the First Utility District of Hawkins County, Tennessee, to collect the monthly sewer service charges for the collection of such delinquent sewer service charges. With the collection of sewer charges, Collection, Inc., is to receive one-third (1/3) of all amounts collected.

(2) For all those persons with delinquent monthly sewer service bills after the First Utility District of Hawkins County, Tennessee, began collection of same, their water shall be disconnected in accordance with the contract with the First Utility District (see Ordinance No. 102) as a first step. After the water has been turned off and the customer continues to be delinquent in the payment of monthly sewer service bills, the matter may be turned over to Collection, Inc., for collection through the State court system.

B. System User Fees.

(1) Those persons failing to timely pay the System User Fee by the due date shall be assessed on a monthly basis interest at the rate of ten percent (10%) per annum until the full System User Fee is paid.

(2) If the entire System User Fee is not paid within thirty (30) days after the system is available for the customer's connection to the system, the Board shall seek payment of the System User Fee through the State Court system and shall place a lien lis pendens upon the property of the customer until the fee is paid in full.

C. The Board shall comply in all respects with the Fair Debt Collection Practices Act, U.S.C., Title 15 §1692, et seq. and with Farmers Home Administration Debt Collection Policies.

D. Water disconnections - Before any customer's property has water disconnected, all provisions of the contract with the First Utility District (Ordinance No. 102) shall be followed.

E. Attorneys fees. A reasonable attorneys fee of no more than fifteen percent (15%) of the amount sought to be collected shall also be sought.

6.09. LATE FEES AND INTEREST CHARGES. For those persons paying System User Fees by monthly installments, a late charge of \$5.00 per month is established.

6.10. PARTIAL PAYMENTS. The acceptance of partial payments on any charge, fee, or assessment shall be discouraged.

7.00. OPERATIONS.

7.01. PURCHASING PROCEDURES. All the standard purchasing procedures followed by the Town of Mt. Carmel shall also be followed by the Public Utilities Board and the provisions of the Municipal Purchasing Law, Tenn. Code Anno. §6-56-301, et seq. shall be followed.

7.02. CONTRACTOR AND VENDORS. Where practical, the Board shall use contractors and vendors employed by the Town of Mt. Carmel. In the even volume purchases can be made by the Town the Town General Fund shall be reimbursed for the portion of such goods or services so purchased for the use and benefit of the Public Utilities Board. Purchases made by the Public Utilities Board may also be made in volume and such purchases shared with the Town so long as funds are transferred from the Town General Account to the Public Utilities Board Account.

7.03 BUDGETING. An annual budget is to be prepared and submitted to the Board of Mayor and Alderman and approved by the Board of Mayor and Aldermen at the same time the annual budget is approved for the Town.

A. Depreciation savings accounts. Twenty Five percent (25%) of each dollar of revenue for monthly Sewer Service Charges is to be deposited into a "Depreciation Saving Account" and allowed to accumulate until the "Depreciation Savings Account" balance equals or exceeds the annually budgeted line item amount for depreciation.

(1) This Depreciation Savings Account shall also serve as a reserve account during periods of system expansion or extension. Such a reserve account shall be accomplished by depositing one-tenth (1/10) of an annual payment per year for ten (10) years or until one annual payment is deposited in the account.

7.04. BANKING. First American National Bank is designated as the official depository for the funds and accounts of the Board.

7.05. EMPLOYMENT POLICIES AND PAY PRACTICES.

A. On call pay. Employees shall be allowed a \$75.00 per week allowance for being "on call"

B. Employees shall meet the requirements and fill the necessary designated classifications in accordance with the requirement of the State of Tennessee. (see O&M manual, 3/14/89, page 4. 1-4.5 and Appendix).

7.06. HAULING LIQUID WASTE.

A. Any persons hauling liquid waste within the Town of Mt. Carmel must file an application with the Board. Upon payment of the appropriate fees and approval by the Board, the permit for hauling of liquid waste may be issued. In any event, septic tank truck disposal permits are

required prior to the discharge of wastewater into the Wastewater Treatment System by septic tank truck operators. (Application & permit forms attached).

7.07. SLUDGE DISPOSAL SITES. The Board shall designate the Official sludge disposal site(s) (See O&M Manual, 3/14/89, page 1.7) which require prior approval of the State of Tennessee Department of Conservation and Environment.

7.08. BY-PASS REPORTING. All State of Tennessee and Environmental Protection Agency requirements are to be followed as soon as possible in reporting and curing and bypasses. (see O&M manual, 3/14/89, page 2.2).

7.09. ODORS. All reports of foul odors shall be investigated as soon as possible by representatives of the Board. Odors are either to be verified in person or if the designated Board representative is unable to identify odors in person but the complainants insist that odors continue to exist, then those odors are to be verified by testing monitors. In the initial case, deodorizers are to be used in attempting to cure odors.

7.10. RESPONSIBILITY FOR DAMAGES DUE TO SYSTEM MALFUNCTION. As nearly as possible, customers are to be made whole from any and all losses sustained as a result of system malfunction.

7.11. OPERATION AND MAINTENANCE MANUAL. Under 40 C.F.R. 35.2206 the Tennessee Division of Construction Grants and Loans (Tennessee Department of health and Environment) must give final approval to the Operation and Maintenance Manual. That manual and any changes to said manual are incorporated by reference into these Rules and Regulations. where necessary, any additions or alterations in said manual are to be approved by said division.

A. The O & M Manual shall govern the day-to-day operations of the Wastewater Treatment System.

7.12. RECORDKEEPING. O & M Manual, 3/14/89, Chapter 6, shall govern minimum recordkeeping requirements.

7.13. PROPERTY INSURANCE. Property insurance will be required on all above-ground structures with the exception of water reservoirs, stand pipes, elevated tanks and other non-combustible materials in the amount of their replacement value.

7.14. WORKER'S COMPENSATION INSURANCE. Worker's compensation insurance for all employees of the Board shall be provided in accordance with State laws.

APPLICATION FOR INITIAL SEWER SERVICE

Date _____

Name of Customer _____

Service Address _____

Billing Address _____

The undersigned, hereby requests a permit to install and connect a building sewer to serve the building at such location which is to be connected to the Mount Carmel wastewater treatment system.

PERTINENT INFORMATION

Check One:

Gravity Connection _____ Pressure Pump Connection _____

Plumbing complete and ready for sewer to be connected? _____

What work is required before connection? _____

The name and address of the person or firm who will perform the connection work is:

AGREEMENT

In consideration of the granting of the permit requested by this application, the undersigned agrees:

1. To accept and abide by all the provisions of the Mount Carmel Municipal Code and all other pertinent ordinances or regulations which may be adopted in the future, including, but not limited to, the sewer use ordinance and the sewer rate ordinance.
2. To maintain the sewer connection at no expense to the town.
3. I understand that the Board will construct the main sewer connection line and will provide a four inch diameter service lateral to the edge of my property.
4. I further understand that I must provide a sewer line from my home to the four inch lateral and that the construction of this line must be done in accordance with the rules and regulations of the Public Utility Board, Town of Mount Carmel, and any other applicable government bodies.

5. I understand, further, that I will own and maintain the line from my house to the edge of my property where connection is made to the sewer line.

6. I understand that if a grinder pump must be installed on my property, I acknowledge that the pump will be owned and maintained by the Public Utilities Board of the Town of Mount Carmel but I indemnify and hold harmless said town for any property damage which may be caused by the operation of said grinder sewer pump.

7. I hereby grant permission to the Public Utilities Board of the Town of Mount Carmel to install and maintain said pump if necessary, and service lines from the sewer main to the pump located on my property.

8. I further understand that if a pump is required the Board will furnish and install the electrical system from the pump to a disconnect switch to be located on the outside wall of my house.

9. In the event a pump is required I further understand that the final electrical connection from the disconnect switch located on the outside wall of my house to the electrical panel in my house shall be my responsibility and must be done in accordance with all applicable electrical codes and specifications.

10. I understand, further, that if a pump is required the pump is to be connected to my existing electrical service and I will be responsible for the payment of electrical fees necessary for the operation of this pump.

11. In consideration for the Board undertaking the financing and construction of the subject sanitary sewer system, I agree that I will cause the property described above, which is owned or occupied by me, to be connected with the system at the location of the pump and/or lateral on my property.

12. I agree to connect to the system within thirty days after having been notified by ordinary mail at my address given above that the service is available.

13. I understand that I will begin receiving monthly bills thirty days after receiving the above-noted notice whether I have connected to the system or not.

14. I further agree to use the system in accordance with the rules and regulations of the Board and to promptly pay for services at the applicable schedule of rates.

15. I have been advised and understand that I will be billed by the First Utility District of Hawkins County, Tennessee, each month for my sewer service based upon the volume of water that I use.

16. I also understand that I will have to pay an initial accounting fee of \$25.00 which is due and payable upon the receipt of my first monthly sewer service charge.

17. I understand that there is a connection charge which must be paid in full on or before _____.

18. I further understand that there is a system user charge in the amount of \$ _____ which must be paid in full on or before _____, or I must make arrangements through the Public Utilities Board, upon good and sufficient credit being shown, to pay the said system users fee over a period of no more than _____ years and that I must enter into a promissory note and sewer lien to extend such credit on the sewer system user fee.

19. I understand that if the town does not secure sufficient applications to justify the expense of installing a line on my street, or road, or if for any reason, the system is not installed, that the connection fee and system user fee will be refunded to me.

20. When the line from my building to the sewer main is ready for connection, I will immediately notify the Public Utilities Board that the sewer is ready for inspection and will not cover any portion of said line until an inspection is performed by the Public Utilities Board and a permit is issued. I understand I will be charged an inspection fee of \$13.50 each time my line must be inspected, after the initial inspection, which is free.

Property Owner _____

Property Owner _____

SUMMARY

Accounting Fee \$ _____

Date Paid _____

Inspection Fee \$ _____ (if any) Date Paid _____

Connection Fee \$ _____ Date Paid _____

System User Fee \$ _____ Date Paid _____

Application approved and discharge permit issued on _____

MOUNT CARMEL BOARD OF PUBLIC UTILITIES

BY: _____

SYSTEM USER FEE/CONNECTION FEE AGREEMENT

EXPANSION FOR PHASE III SEWER SERVICE

Date _____

Name of Customer _____

Service Address _____

Billing Address _____

AGREEMENT

In consideration of the mutual covenants contained herein the undersigned agree:

1. To accept and abide by all the provisions of the Mount Carmel Municipal Code and all other pertinent ordinances and the Rules and Regulations of the Public Utilities Board of the Town of Mount Carmel, Tennessee which may be adopted in the future, including, but not limited to, the sewer use ordinance and the sewer rate ordinance.
2. To maintain the sewer connection on customers property at no expense to the town.
3. I understand that the Board will construct the main sewer connection line and will provide a four inch diameter service lateral to the edge of my property.
4. I further understand that I must provide a sewer line from my home to the four inch lateral and that the construction of this line must be done in accordance with the Rules and Regulations of the Public Utilities Board, Town of Mount Carmel, and any other applicable government bodies.
5. I understand, further, that I will own and maintain the line from my house to the edge of my property where connection is made to the sewer line.
6. I understand that if a grinder pump must be installed on my property, I acknowledge that the pump will be owned and maintained by the Public Utilities Board of the Town of Mount Carmel.
7. I hereby grant permission to the Public Utilities Board of the Town of Mount Carmel to install and maintain said pump if necessary, and service lines from the sewer main to the pump located on my property.
8. I further understand that if a pump is required the Board will furnish and install the electrical system from the pump to a disconnect switch to be located on the outside wall of my house.
9. In the event a pump is required I further understand that the final electrical connection from the disconnect switch located on the outside wall of my house to the electrical panel in my house shall be my responsibility and must be done in accordance with all applicable electrical codes and specifications.
10. I understand, further, that if a pump is required, the pump is to be connected to my existing electrical service and I will be responsible for the payment of electrical fees and charges necessary for the operation of this pump.
11. In consideration for the Board undertaking the financing and construction of the subject sanitary sewer system, I agree that I will cause the property described above, which is owned or occupied by me, to be connected with the system at the location of the pump and/or lateral on my property.

12. I agree to connect to the system within thirty days after having been notified by ordinary mail at my address given above that the service is available.

13. I understand that I will begin receiving monthly bills thirty days after receiving the above-noted notice whether I have connected to the system or not all in full accordance with the aforescribed Rules and Regulations.

14. I further agree to use the system in accordance with the Rules and Regulations of the Public Utility Board and to promptly pay for services at the applicable schedule of rates.

15. I have been advised and understand that I will be billed by the First Utility District of Hawkins County, Tennessee, each month for my sewer service based upon the volume of water that I use.

16. I also understand that I will have to pay an initial accounting fee of \$25.00 which is due and payable upon the receipt of my first monthly sewer service charge.

17. I understand that there is a connection charge of (\$200.00) which must be paid in full when the system is available for connection to my home.

18. I further understand that there is a system user charge in the amount of \$1,300.00 of which \$750.00 must be paid on or before June 30, 1992, and the remaining \$550.00 of which is due and payable when the system is available for connection to my home. However, arrangements may be made through the Public Utilities Board, upon good and sufficient credit being shown, to pay the said system users fee over a period of no more than three years and that I must enter into a promissory note and sewer lien to be extended such credit on the sewer system user fee. Such promissory note shall be executed upon the terms and conditions specified by the Rules and Regulations.

19. I understand that if the town does not secure sufficient applications to justify the expense of installing a line on my street, or road, or if for any reason, the system is not installed, that the connection fee and system user fee will be refunded to me.

20. When the line from my building to the sewer main is ready for connection, I will immediately notify the Public Utilities Board that the sewer is ready for inspection and will not cover any portion of said line until an inspection is performed by the Public Utilities Board and a permit is issued. I understand I will be charged an inspection fee of \$13.50 each time my line must be inspected, after the initial inspection, which is free.

Property Owner	Property Owner
SUMMARY	
Accounting Fee \$ _____	Date Paid _____
Inspection Fee \$ _____ (if any) Date Paid _____	
Connection Fee \$ _____	Date Paid _____
System User Fee \$ _____	Date Paid _____
Date Note/Lien Signed _____	
Application approved and discharge permit issued on _____	
MOUNT CARMEL BOARD OF PUBLIC UTILITIES	

BY: _____

SYSTEM TRANSFER APPLICATION AND AGREEMENT

Date _____

Name of Existing Customer _____

Service Address _____

Billing Address _____

Name of Transfer Applicant _____

Service Address _____

Billing Address _____

AGREEMENT

In consideration of the mutual covenants contained herein the undersigned agree:

1. To accept and abide by all the provisions of the Mount Carmel Municipal Code and all other pertinent ordinances and the Rules and Regulations of the Public Utilities Board of the Town of Mount Carmel, Tennessee which may be adopted in the future, including, but not limited to, the sewer use ordinance and the sewer rate ordinance.
2. To maintain the sewer connection on customers property at no expense to the town.
3. I understand that the main sewer connection line--a four inch diameter service lateral to the edge of my property--is presently connected to the sewer line from my home.
4. I further understand that I now provide a sewer line from my home to the four inch lateral and that the maintenance of this line to the lateral must be done in accordance with the Rules and Regulations of the Public Utilities Board, Town of Mount Carmel, and any other applicable government bodies.
5. I understand, further, that I will own and maintain the line from my house to the edge of my property where connection is made to the sewer line.
6. I understand that if a grinder pump is installed on my property, I acknowledge that the pump will be owned and maintained by the Public Utilities Board of the Town of Mount Carmel.
7. I hereby grant permission to the Public Utilities Board of the Town of Mount Carmel to install and maintain said pump, if necessary, and service lines from the sewer main to the pump located on my property.
8. I further understand that if a pump is now on my property or required in the future the Board will or has furnished and installed the electrical system from the pump to a disconnect switch which is now or is to be located on the outside wall of my house.
9. In the event a pump is required in the future I further understand that the final electrical connection from the disconnect switch located on the outside wall of my house to the electrical panel in my house shall be my responsibility and must be done in accordance with all applicable electrical codes and specifications.

10. I understand, further, that if a pump is required, the pump is to be connected to my existing electrical service and I will be responsible for the payment of electrical fees and charges necessary for the operation of this pump.

11. I understand that I will begin receiving monthly bills immediately all in full accordance with the aforescribed Rules and Regulations.

12. I further agree to use the system in accordance with the Rules and Regulations of the Public Utility Board and to promptly pay for services at the applicable schedule of rates.

13. I have been advised and understand that I will be billed by the First Utility District of Hawkins County, Tennessee, each month for my sewer service based upon the volume of water that I use.

14. I also understand that I will have to pay an initial accounting fee of \$25.00 which is due and payable upon the submission of this application/agreement.

15. I understand I will be charged an inspection fee of \$13.50 each time my line must be inspected, after the initial inspection, which is free.

16. Upon payment of the accounting fee, the Public Utilities Board will transfer the discharge permit for the above-noted address to the applicant herein and will take the necessary steps to include applicant on the next regular monthly billing for sewer service.

Property Owner

Property Owner

SUMMARY

Accounting Fee \$ _____ Date Paid _____

Inspection Fee \$ _____ (if any) Date Paid _____

Application approved and agreement entered on _____

MOUNT CARMEL BOARD OF PUBLIC UTILITIES

BY: _____

APPLICATION FOR INITIAL SEWER SERVICE
(MOBILE HOMES)

Date _____

Name of Customer _____

Service Address _____

Billing Address _____

The undersigned hereby request(s) a permit to install and connect residential sewers to serve the mobile homes at such location which is to be connected to the Mount Carmel wastewater treatment system.

PERTINENT INFORMATION

Check One:

Gravity Connection _____ Pressure Pump Connection _____

Plumbing complete and ready for sewer to be connected? _____

What work is required before connection? _____

The name and address of the person or firm who will perform the connection work is:

AGREEMENT

In consideration of the granting of the permit requested by this application, the undersigned agree(s):

1. To accept and abide by all the provisions of the Mount Carmel Municipal Code and all other pertinent ordinances or regulations which may be adopted in the future, including, but not limited to, the sewer use ordinance and the sewer rate ordinance.
2. To maintain the sewer connection at no expense to the town.
3. I understand that the Board will construct the main sewer connection line and will provide a four inch diameter service lateral to the edge of my property.
4. I further understand that I must provide a sewer line from my mobile homes to the four inch lateral and that the construction of this line must be done in accordance with the rules and regulations of the

Public Utilities Board, Town of Mount Carmel, and any other applicable government bodies.

5. I understand, further, that I will own and maintain the line from my mobile homes to the edge of my property where connection is made to the sewer line.

6. I understand that if a grinder pump must be installed on my property, I acknowledge that the pump will be owned and maintained by the Public Utilities Board of the Town of Mount Carmel but I indemnify and hold harmless said town for any property damage which may be caused by the operation of said grinder sewer pump.

7. I hereby grant permission to the Public Utilities Board of the Town of Mount Carmel to install and maintain said pump if necessary, and service lines from the sewer main to the pump located on my property.

8. I further understand that if a pump is required, the Board will furnish and install the electrical system from the pump to a disconnect switch to be located on my property.

9. In the event a pump is required, I further understand that the final electrical connection from the disconnect switch located on my property to the electrical panel on my property shall be my responsibility and must be done in accordance with all applicable electrical codes and specifications.

10. I understand, further, that if a pump is required, the pump is to be connected to my existing electrical service and I will be responsible for the payment of electrical fees necessary for the operation of this pump.

11. In consideration for the Board undertaking the financing and construction of the subject sanitary sewer system, I agree that I will cause the mobile homes described above, which is owned or occupied by me, to be connected with the system at the location of the pump and/or lateral on my property.

12. I agree to connect to the system within thirty days after having been notified by ordinary mail at my address given above that the service is available.

13. I understand that I will begin receiving monthly bills thirty days after receiving the above-noted notice whether I have connected to the system or not.

14. I further agree to use the system in accordance with the rules and regulations of the Board and to promptly pay for services at the applicable schedule of rates.

15. I have been advised and understand that I will be billed by the First Utility District of Hawkins County, Tennessee, each month for my sewer service based upon the volume of water that I use.

16. I also understand that I will have to pay an initial accounting fee of \$25.00 which is due and payable upon the receipt of my first monthly sewer service charge.

17. I understand that there is a connection charge of \$_____ which must be paid in full on or before _____.

18. I further understand that there is a system user charge in the amount of \$_____ plus an additional \$350 for each mobile home located on the above-noted property, which must be paid in full on or before _____, or I must make arrangements through the Public

Utilities Board, upon good and sufficient credit being shown, to pay the said system user's fee over a period of no more than _____ years and that I must enter into a promissory note and sewer lien to extend such credit on the sewer system user fee. I also understand that if I add any other mobile homes to this connection, an additional system user fee of \$_____ for each mobile home added is due and payable prior to occupancy.

19. I understand that if the town does not secure sufficient applications to justify the expense of installing a line on my street, or road, or if for any reason, the system is not installed, that the connection fee and system user fee will be refunded to me.

20. When the line from my property to the sewer main is ready for connection, I will immediately notify the Public Utilities Board that the sewer is ready for inspection and will not cover any portion of said line until an inspection is performed by the Public Utilities Board and a permit is issued. I understand I will be charged an inspection fee of \$13.50 each time my line must be inspected, after the initial inspection, which is free.

Property Owner

Property Owner

SUMMARY

Accounting Fee \$ _____	Date Paid _____
Inspection Fee \$ _____ (if any)	Date Paid _____
Connection Fee \$ _____	Date Paid _____
System User Fee \$ _____ (base fee)	Date Paid _____
System User Fee - mobile homes x \$350 = \$ _____ (per trailer additional fee)	Date Paid _____

Application approved and discharge permit issued on _____

MOUNT CARMEL BOARD OF PUBLIC UTILITIES

BY: _____

CONNECTION INSPECTION REPORT

Name of Applicant: _____

Address: _____

Date of Application: _____

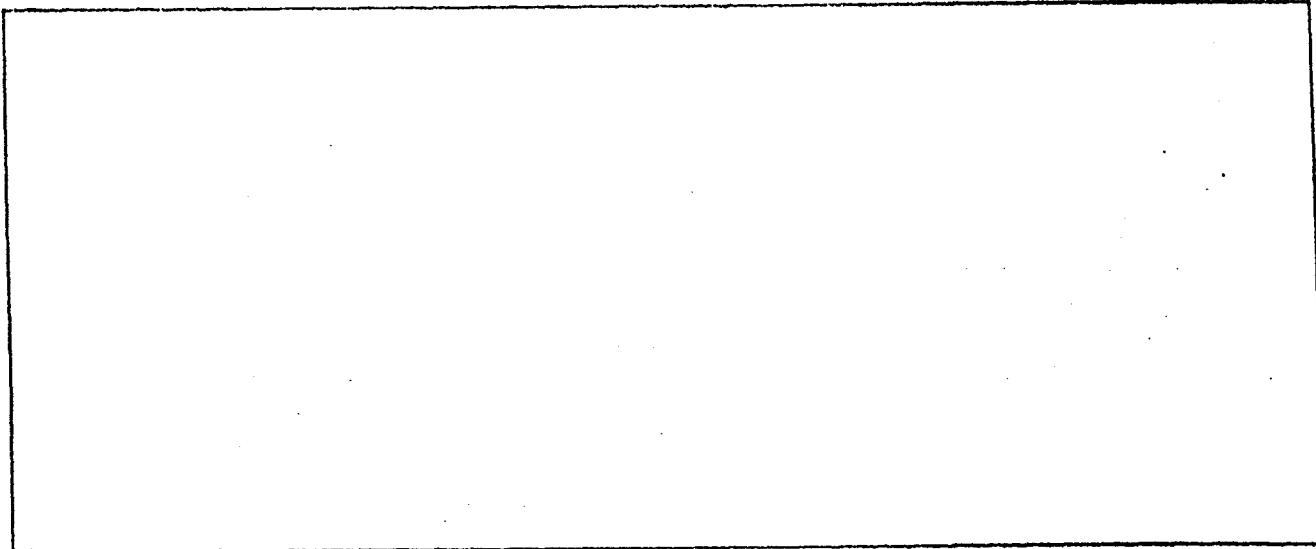
Date of Inspection(s): _____

Does connection meet requirements outlined in sewer use ordinance and
other regulations of system ? _____

If not, reasons : _____

NOTE:

If more than one inspection is required, other inspection reports are to be attached.

Sketch of connection (from building to main line) including size and types of materials
used : 

Signature of Inspector :

Signature of property owner :

CREDIT APPLICATION

IMPORTANT: Read these directions before completing this Application.
Check Appropriate Line:

- If you are applying for individual credit in your name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only Sections A and D. If the requested credit is to be secured, also complete the first part of Section C and Section E.
- If you are applying for joint credit with another person, complete all Sections except E, providing information in B about the joint applicant. If the requested credit is to be secured, then complete Section E.
- If you are applying for individual credit, but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, complete all Sections except E to the extent possible, providing information in B about the person on whose alimony, support, or maintenance payments or income or assets you are relying. If the requested credit is to be secured, then complete Section E.

SECTION A - INFORMATION REGARDING APPLICANT:

Full Name (Last, First, Middle) _____ Birthdate: _____
Present Street Address _____ Years there: _____
City: _____ State: _____ Zip: _____ Telephone: _____
Social Security No. _____ Driver's License No. _____
Previous Street Address: _____ Years there: _____
City: _____ State: _____ Zip: _____
Present Employer: _____ Years there: _____ Telephone _____
Position or Title: _____ Name of supervisor: _____
Employer's address: _____
Previous Employer: _____ Years there: _____
Previous Employer's Address: _____
Present net salary or commission: \$ _____ per _____ (week, 2 weeks, month)
Number of Dependents: _____ Ages: _____

NOTE: Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: court order _____; written agreement _____; oral understanding _____.

Other income: \$ _____ per _____. Source(s) of other income: _____

Is any income listed in this Section likely to be reduced before the credit requested is paid off? _____ Yes/ _____ No. If yes, explain in detail: _____

Checking Acct. No. _____ Institution and Branch: _____

Savings Acct. No. _____ Institution and Branch: _____

Name of nearest relative not living with you: _____ Telephone: _____

Relationship: _____ Address: _____

SECTION B - INFORMATION REGARDING JOINT APPLICANT OR OTHER PARTY:

Full Name (Last, First, Middle) _____ Birthdate: _____
Present Street Address _____ Years there: _____
City: _____ State: _____ Zip: _____ Telephone: _____
Social Security No. _____ Driver's License No. _____
Previous Street Address: _____ Years there: _____
City: _____ State: _____ Zip: _____
Present Employer: _____ Years there: _____ Telephone _____
Position or Title: _____ Name of supervisor: _____
Employer's address: _____
Previous Employer: _____ Years there: _____
Previous Employer's Address: _____
Present net salary or commission: \$ _____ per _____ (week, 2 weeks, month)
Number of Dependents: _____ Ages: _____

NOTE: Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: court order _____; written agreement _____; oral understanding _____.

Other income: \$ _____ per _____. Source(s) of other income: _____

Is any income listed in this Section likely to be reduced before the credit requested is paid off? _____ Yes/ _____ No. If yes, explain in detail: _____

Checking Acct. No. _____ Institution and Branch: _____
Savings Acct. No. _____ Institution and Branch: _____
Name of nearest relative not living with you: _____ Telephone: _____
Relationship: _____ Address: _____

SECTION C - MARITAL STATUS:

(Do not complete if this is an application for individual unsecured credit.)

Applicant: _____ Married; _____ Separated; _____ Unmarried (including single, divorced, and widowed)

Other Party: _____ Married; _____ Separated; _____ Unmarried (including single, divorced, and widowed)

SECTION D - ASSET AND DEBT INFORMATION (If Section B has been completed, this Section should be completed giving information about both the Applicant and Joint Applicant or Other Person. Please mark Applicant related information with an "A". If Section B was not completed, only give information about the Applicant in this Section).

ASSETS OWNED: (Use separate paper if necessary).

<u>Description of Assets</u>	<u>Value</u>	<u>Subject to Debt?</u> Yes/No	<u>Name(s) of Owner(s)</u>
Cash:	\$ _____	_____	_____
Automobiles:(Make, Model, Year)	_____	_____	_____
Real Estate: (Location, date acquired)	_____	_____	_____
Marketable Securities: (Issuer, Type, No. Shares)	_____	_____	_____
Other (List)	_____	_____	_____
TOTAL ASSETS:	_____		

OUTSTANDING DEBTS: (Include charge accounts, installment contracts, credit cards rent, mortgages, etc. Use separate paper if necessary.)

Name of Creditor: _____ Type of Debt: _____
 Name in which acct. is carried: _____ Original debt:\$ _____
 Present balance:\$ _____ Monthly payments:\$ _____ Past Due? Yes No

Name of Creditor: _____ Type of Debt: _____
 Name in which acct. is carried: _____ Original debt:\$ _____
 Present balance:\$ _____ Monthly payments:\$ _____ Past Due? Yes No

Name of Creditor: _____ Type of Debt: _____
 Name in which acct. is carried: _____ Original debt:\$ _____
 Present balance:\$ _____ Monthly payments:\$ _____ Past Due? Yes No.

(Credit References) _____ Date paid: _____
 _____ Date paid: _____
 _____ Date paid: _____

Are you a co-maker, endorser, or guarantor on any loan or contract? Yes No
 If "yes", for whom? _____ To whom? _____

Are there any unsatisfied judgments against you? Yes No
 If "Yes", Amount \$ _____ and to whom owed?

Have you been declared bankrupt in the last 14 years? Yes No
 If "Yes," where? _____ What Year? _____

Other obligations - (e.g., liability to pay alimony, child support, separate
 maintenance. Use separate sheet if necessary.) _____

SECTION E - SECURED CREDIT (Complete only if credit is to be secured.)

Briefly describe the property to be given as security: _____

and list names and addresses of any co-owners of the property: _____

If the security is real estate, give the full name of your spouse: _____

Everthing that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

Applicant's signature

Date

Joint Applicant's signature

Date

MT. CARMEL PUBLIC UTILITIES BOARD
OF THE
TOWN OF MT. CARMEL, TENNESSEE

PROMISSORY NOTE AND LIEN FOR SEWER TAP FEES

Account No. _____ Date _____

For the value of sewer improvements of \$1,300.00. (I/We)

the undersigned owners of property located at _____
(street)

_____ (city) _____ (state) _____ (zip) Lot _____

and Block No. _____ of _____ further
(subdivision description)

identified in the assessment roll as No. _____
(map) (group) (parcel)

and recorded in the Registrar of Deed's office Deed Book No.
_____, Page No. _____, dated _____, do hereby
acknowledge a lien on the herein described property and against
the improvements thereon in the amount of \$1,300.00 and promise
to pay to the order of the Town of Mt. Carmel, Tennessee, Public
Utilities Board One Thousand Three Hundred Dollars \$1,300.00
to bear interest at the rate of 10% annually payable, first
principal installment of \$433.33 plus interest to be paid on
June 30, 1993, date herewith, in two (2) more equal annual
principal installments plus interest over a two - year period
in the amount of \$433.33 plus interest, due on June 30th of
each year.

Accelerated principal payments without additional charges
of penalties or premiums are permitted under this Note, but,
prepayments to be held in escrow and applied to unmatured
installments, i.e., principal and interest, on the appropriate
due dates are not permitted and will not be accepted as such.

In case of default in the payment of any installment due
under this Note, and if such default is not made good within
thirty (30) days, the entire unpaid principal amount of the
Note, together with accrued interest and late charges, shall
become immediately due and payable, at the option of the Town
without notice to the property owner (owners). Failure of the
Town to exercise such option shall not constitute a waiver of
such default. If the Town exercises its option to declare this
entire amount of the property owner's (owners') tap fee

immediately due and payable as provided above, the property owner (owners) and endorsers, waive demand notice, protest, homestead and other exemptions, to the extent permitted by law, and in the event this note is placed in the hands of an attorney for collection we the makers and endorsers agree to pay all fees, cost and expenses of collection including a reasonable attorney's fee. If this note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on such judgments in the State of Tennessee.

IN WITNESS WHEREOF, this Note has been duly executed by
the undersigned Property Owner (Owners), as of the date shown
above.

Sworn to and subscribed before me on this _____ day of

, 19

Notary Public

My Commission Expires:

TOWN OF MOUNT CARMEL
100 E. Main Street
P. O. Box 1421
Mount Carmel, Tennessee 37645

SEPTIC TRUCK DISPOSAL PERMIT

DATE _____

TIME _____
A.M.
P.M.

COMPANY NAME OF HAULER _____

TRUCK DRIVERS NAME _____

RESIDENTS NAME _____

ADDRESS _____

PH LEVEL _____

DRIVERS SIGNATURE

ACCEPTED BY _____

DISCHARGE PERMIT
UNDER THE SEWER USE ORDINANCE
OF THE
TOWN OF MOUNT CARMEL

WASTE HAULER PERMIT

Permit No. _____

Effective Date: _____

Expiration Date: _____

located at _____
(Company Name) (Physical Location)
is authorized to discharge holding tank wastes at the Church Hill
City Wastewater Treatment Facility, in accordance with the Sewer
Use Ordinance and/or subsequent revisions, and amendments to this
ordinance.

Signed this the _____ day of _____, 19_____.
[Signature]

Ron Collier
Public Works/Services Director
P. O. Box 1421
Mount Carmel, Tennessee 37645

TOWN OF MOUNT CARMEL
WASTE HAULER PERMIT APPLICATION

Company Identification

Name of Company _____

Company Address _____

Telephone Number _____

Vehicle Information*

Vehicle Identification Number _____

Vehicle Make/Model _____

Vehicle Tank Capacity _____

Vehicle License Number _____

Licensing State _____

Waste Transport Information

Does this vehicle transport any wastes other than household septic tank wastes? Yes No

If yes, list the other types of wastes (i.e., chemical wastes, oil and grease, used motor oil, etc.) and from where they originate (i.e. industry, restaurant, gas station, etc.)

Type of Waste

Name, Address and Type of Operation
of Non-Domestic Customer

* If more than one vehicle is used, include information on all other vehicles on a separate page and attach to this application.

Permit Information

List all other permits or authorizations for the disposal of any wastes mentioned above:

<u>Permit Type and Number</u>	<u>Issuring Agency</u>	<u>Expiration Date</u>

I have personally examined and am familiar with the information contained in this application and believe that the submitted information is true, accurate and complete. In addition, I am aware that this is a permit application only and does not convey acceptance of any waste disposal into any Church Hill City POTW and/or collection system site. Failure to comply with Permit conditions may result in the immediate suspension of the Waste Hauler Permit and/or possible penalties as outlined in the Church Hill City Sewer Use Ordinance.

Signature of Owner or Authorized Official

Date

Name

Title

on

Mt. Carmel Hardship Committee
P. O. Box 1421
Mount Carmel, Tennessee 37645

I am applying for:

() Sewer Assistance
() Garbage Assistance

DO NOT WRITE HERE

Date Given _____
Date Received _____
County _____
Sewer Case No. _____
Garbage Case No. _____

To begin to apply for assistance on sewer or garbage, you should complete this application. We are required to take action on the application within thirty (30) days from the date received. Unless you help us determine whether you are eligible by completion of the application timely, or if you do not provide the requested verification within the time limits set, your application may be denied.

1. Applicants Name: _____
(First) (Middle) (Last)

2. Street Address: _____
(City) (County) (State)

3. Mailing Address: _____
(City) (County) (State)

4. Are you: () Married () Single () Separated () Divorced
() Widowed

5. Starting with the head of the household, give the following
for all persons living in your household.

Full Name	Race	Sex	Relation	Birthdate	S.S. No.	Blind	In School
to Head of Household							
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

6. Does your household have any money, savings or joint bank account? () Yes () No. If yes show amounts below:
(1) Cash On Hand: Persons _____ Amounts _____
(2) Savings Account/Credit Union: Persons _____ Amount _____

(3) Checking Account: Persons _____ Amount _____
(4) Stocks, Bonds, C.D., & etc: Persons _____
Amount _____

7. Does your household have any insurance? () Yes () No. If yes include all Insurance carried on behalf of your household, (including Life, Medicare, Health or Hospitalization Insurance, Sick and Accident Insurance.)

(1) Name of Insured Persons _____
(2) Name of Insurance Co. _____
(3) Type of Policy (Life, Health,etc) _____

8. Does anyone in your household have any cars, trucks, boats, campers, motorcycles, or other vehicles? () Yes () No
If yes, please describe below.

(1) Type of Vehicle _____
(car, boat, or etc.)
(2) Make: _____
(3) Model: _____
(4) Year: _____

9. Do you or anyone in your household have any real estate, other than your home, (land, mobile home, or building, including property that you rent to others)? () Yes () No If yes, you may need to list information about the value of the property, any amount owed and how the property is used.

10. Has anyone in your household quit a job in the last sixty (60) days? () Yes () No If yes why? _____

11. Is anyone in your household self-employed? () Yes () No

12. Does anyone in your household have a job? () Yes () No
If yes, fill in all the blanks for each household member with full or part time jobs.

Household Member	Name of Employer	Amount of Pay Check before deductions	How Often Paid Weekly, Bi-Weekly Monthly
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Do any members of your household received the following type of income?

Source of Income	Does anyone Received Yes	If yes, name of household No.	Amount of Check	How often Received member
AFDC (aid to families with dependent children)				
Social Security Blue/Green Check				
SSI (Supplemental Security Income- Gold Check)				
Unemployment or Workman's Comp.				
Child Support and Alimony				
Money from friends or Relatives (other than loan)				
Black Lung Benefits				
VA (Veterans Benefits)				
Railroad Retirement				
Vocational Rehabilitation				
Training Allowance				
Payments from roomer or boarders				
Pensions or Retirement Income				

Income from
rental property

Interest or
Dividend from
Savings, Stocks,
C.D., or Bonds

Cash Gifts,
Awards or
Prizes

City or
County
Welfare

Advance Earned
Income Tax
Credit

Lump Sums
(any source)

Food Stamps

14. Has anyone in your household recently applied for any of the benefits? Yes No If yes, type of benefits _____
Date Applied _____

15. Does anyone in your household have any medical expenses?
 Yes No If yes, please complete the following section and bring copies of these bills:

Type of Medical Expense	Patients Name	Date of Service	Amount Owed	How Often Amt. Due
-------------------------	---------------	-----------------	-------------	--------------------

Medical and
Dental Service

Hospital or Nursing
Home Care

Health Insurance
and Medicare
Payments

Dentures, hearing
aids or eye glasses

Drugs Prescribed
by Doctor

Transportation
Costs to get
Medical Care

Service of an
Attendant or
Nurse

Other (explain)

Total

16. Does anyone else including insurance companies help you pay any of the medical expenses you've listed above? () Yes () No
If yes, who?

How much do they pay?

Which expenses do they pay?

17. Does anyone in your household pay for someone to babysit or care for a child or a disabled adult so that a member can work, receive training or look for employment? () Yes () No
If yes, how much is paid?

How often?

18. Does any member of your household have the following shelter or Utility costs? Please list the amount of bill.

Type of cost

Amount

How Often

Rent

Mortgage

Property tax
(If not included in mortgage)

Home Insurance
(If not included in mortgage)

Telephone (Basic rate)

Electricity

Gas (for heating and cooking)

Oil

Water/sewer

Garbage can/collection

Installation of Utilities

Other (coal, wood, etc.)

19. Does anyone else pay or help you pay any of the shelter or Utility bills you have listed above? () Yes () No. If yes, who? _____ How much do they pay? _____

Understanding of applicant or person acting in his or her behalf.

I hereby authorize _____ to make application for assistance in behalf of my household.

Signature of Household Member

Date

I understand that I or my representative may request a fair hearing either orally or in writing if I disagree with any action taken on my case.

I understand that I will be held accountable for the information on this application and any other information that I give to the committee of Mt. Carmel and agree to furnish proof of my statements and circumstances when asked to do so by a representative of the committee.

I understand the committee will consider this application without regard to race, color, sex, age, handicap, religion, national origin or political belief.

I understand that if I withhold any information or misrepresent the circumstances of anyone for whom assistance is requested and thereby receive assistance to which I am not entitled, I could be prosecuted for fraud.

I, also understand that in addition to fraud, penalties, penalties for perjury also apply.

I understand the questions on this application and the penalties for hiding or giving false information. My answers are correct and complete to the best of my knowledge.

Signature of Guardian, Authorized
representative or Designated Agent

Today's Date

I, _____ do hereby authorize the Mt.

Parmer Help Committee to investigate my claim.

Please list three people, their addresses and telephone number for reference. (Not relatives)

1. _____
2. _____
3. _____

Please mail or bring application to City Hall.