



**Section 6.** That the miscellaneous fees to be implemented by the City of Gilmer are hereby amended and that the fees are set out in the Miscellaneous Fee Schedule attached hereto as Exhibit "F" and made a part hereof for all purposes.

**Section 7.** That the provisions, policies and penalties to be implemented by the City of Gilmer for cross-connection control program are hereby re-adopted and set out in the Cross-Connection Control Program attached hereto as Exhibit "G" and made a part hereof for all purposes.

**Section 8.** That all ordinances or parts of ordinances in conflict herewith are, and the same are hereby, repealed to the extent of such conflict.

**Section 9.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held to be invalid and/or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of the City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

**Section 10.** Enforcement - Any person who violates this Ordinance is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$100.00 and not more than \$500.00. Each day that one or more of the provisions in this Ordinance is violated shall constitute a separate offense. If a person is convicted of two (2) or more distinct violations of this Ordinance, the City of Gilmer shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$50.00, and any other costs incurred by the City of Gilmer in discontinuing service. In addition, suitable assurance must be given to the City of Gilmer that the same action shall not be repeated while the Ordinance is in effect. Compliance with this Ordinance may also be sought through injunctive relief in the district court.

**PASSED AND APPROVED this 8th day of December 2020 to become effective immediately.**

\_\_\_\_\_  
Tim Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Maria Cisneros, City Secretary

APPROVED AS TO FORM AND EFFECT:

\_\_\_\_\_  
Michael D. Martin, City Attorney

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No. 20-038**

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**City of Gilmer**  
**Exhibit "A" to Ordinance No. 20-038**  
**Schedule of Provisions and Policies - Water and Sewer Utilities**

City of Gilmer Code of Ordinances  
Chapter 90 - Utilities

**Section 1.** Definitions

A. City - the City of Gilmer

B. Meters

1. Water Meter - an apparatus approved by the City for measuring the flow of water.
2. Individual Meter - a water meter serving one living or business unit that is not a multi-unit complex.
3. Master Meter- a water meter that serves a multi-unit complex.

C. Taps

1. Water Tap - the physical connection of a water meter or water line to the City water lines.
2. Sewer Tap - the physical connection to a City sewer line to which a private sewer line can be attached.

D. Point of Service - the point of service for City water, sewer or garbage collection services is defined as the location of the residence and/or business receiving the service, not the location of the City water meter, sewer tap, etc.

E. Units

1. Living Unit - an individual area for human habitation containing sleeping, eating and bathroom facilities designed to sustain a person or persons on a permanent basis. (This does not include motels, hotels, hospitals, old age homes or other such establishments.)
2. Multi-Unit Complex
  - a. A dwelling or structure, or a group of dwellings or structures containing two (2) or more living units on one site, under one ownership. (This would include but not be limited to duplexes, triplexes, apartments, housing projects and manufactures / mobile home parks.)
  - b. A group of dwellings or structures containing one or more non-residential or commercial establishments, on one site.
3. Institutional Complex - a commercial establishment providing areas for human habitation NOT designed to sustain a person or persons on a permanent basis. (This would include but not be limited to motels, hotels, hospitals, old age homes and other such establishments.)

F. Other Water Sales

1. Bulk Water Sales - the sale of water on a non-regular basis (metered or un-metered) at a location specified by the City.
2. Wholesale Water Sales - the sale of water at a negotiated rate under contract agreement for the purpose of resale, as allowed to do so by all applicable State rules and regulations. (This would include but not be limited to water sold to rural water districts.)

G. Other terms and definitions:

1. Account classifications:
  - a. Residential - an individual living unit or multi-unit structure designed for dwelling
  - b. Commercial - a structure suitable for commerce, either for-profit or not-for-profit, which also includes public buildings, hospitals, churches, etc.
  - c. Other - a structure that is neither standard residential nor standard commercial (This would include, but not be limited to, industrial accounts.)
2. Connect - the turning on of service which includes initial service for new accounts and/or turning back on or reactivation after service has been turned off for any reason.
3. Department - the department of utilities and public works of the City of Gilmer, Texas.
4. Developer - one who subdivides or provides to tracts of land the infrastructure necessary or convenient for urban usage. As used herein, this term also includes the owner of property being developed.
5. Developmental improvements - water, sewer, streets and drainage improvements.
6. Director - the director of utilities and public works of the City of Gilmer, Texas.
7. Disabled citizen - those individuals meeting the criteria defined in the Americans with Disabilities Act (ADA).
8. Disconnect - the turning off of service which includes customer requested turn off for service termination, cutoff for nonpayment, and/or temporary turning off for plumbing repairs, etc.
9. Engineer - a person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering in the State of Texas.
10. Governing body - the City Council of the City of Gilmer, Texas.
11. Industrial Wastewater - liquid and water-carried industrial wastes and sewage from commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are contributed to the City of Gilmer sewer system.
12. Inspector - the representative of the City who is specifically assigned to inspect any or all parts of the water and sanitary sewer systems, particularly new subdivision extension. Such inspection will not relieve the contractor from any obligation to perform the work in accordance with the requirements of the contract documents and/or applicable City and state codes
13. Senior citizen - those individuals who are the age 65 or older.

14. Standard specifications - the revised standard specifications for the waterworks and sewage improvements in the City of Gilmer as regulated by state and federal agencies.

## Section 2. Water and Sewer Utilities

### A. Water and Sewer Taps

1. Water Taps Installed by City - for the payment of the tap fees, City crews will install one water tap with meter and/or one sewer tap, and will extend a service line a distance of 50 feet or to the property line, whichever is less. The City does not connect the meter to the private line; this must be done by a licensed plumber at the customer's expense. The meter remains the property of the City. If distance requirement is greater than 50 feet, then an additional amount is assessed to cover such costs, to be paid by the customer.
2. Water and/or Sewer Taps Installed by Developer - where the water and/or sewer tap has been installed according to Department standards by approved water and sewer contractor, payment of an activation fee is required which includes furnishing and installing a meter. Such fee is payable in advance. All contractors/ developers shall have both the water and sewer tap locations permanently flagged before installation of a meter.
3. Supplying utility service to another - No Customer shall, without the permission of the City Manager, supply utility service to any other person or to other users or suffer them to take it.
4. Extending utility service to another premise - After utility service is introduced into any building or on any premises, the same shall not be extended by any plumber or any other person to any other premises for additional fixtures.
5. Separate service lines - Two (2) or more houses shall not be permitted to be supplied with one service pipe unless written permission is received from the Director of the governing body in approving a development plan, and then, such supply by a single water service pipe shall not be smaller than 1-inch diameter and sewer service shall be no less than 4 inches in diameter. In all cases, only one-meter services one house at any time.

### B. Water Meters

1. Water meters shall be installed only after the approval of the City's designated representative and the payment of all the applicable fees and deposits.
2. Only one water meter will be installed for each water tap fee paid.
3. Individual water meters are required for each living or business unit wherein the occupant or landlord is responsible for the payment on the City utility bill.

4. A master meter is required for a multi-unit complex where the owner of the complex is responsible for the payment of the City utility bill.
5. The owner of a multi-unit complex or other development may, with the City's approval, install water lines and individual meters to the City's specifications at his own cost. All meters and the lines leading to them become the property of the City upon their installation and acceptance by the City; and where a permanent easement is granted to the City for their proper maintenance. The water lines from the meter to the units remain the property and responsibility of the owner.
6. Connect and Deposit fees - A non-refundable connect fee and a refundable deposit shall be required in advance for each meter from all customers to insure against loss due to nonpayment of bills. See fee & rate schedule for deposit amounts. A customer changing his location shall have the right to have the deposit transferred to his new residence or place of business if his account is current and not in arrears; however, when transferred, said deposit may be increased to meet the then current deposit amount. Deposits are applied against the final billing and any amount in excess of the account balance is refunded.

Connect fees shall also be charged anytime the service is turned back on after an interruption in service (see Disconnect fees below.)

7. Disconnect fees - A disconnect fee shall be charged when the water is turned off. This fee is applicable for various situations including but not limited to disconnection for nonpayment, turn-off requested by customer for leaks or plumbing repairs, etc. Assuming the account is in good standing, the disconnect fee may be waived when customer notifies the City of a move-out and provides a forwarding address.
8. Active Meter Accounts - Current utility charges, i.e., water, sewer and garbage, are to be assessed for all City utility services available to said account location, with the exceptions as follows:
  - a. Meters at locations to water lawns or operate sprinkler systems only;
  - b. Meters at locations to water livestock only;
  - c. Any other meter location that is verified to be a water only account and said verification approved by the City Manager and documented in the customer's utility file at City Hall.In such situations as described in a., b., & c. above, the City may also waive the deposit requirement, if the Customer has another account with the City and such account is in good standing.

9. Billings - the City's utility billing will be calculated based on the reading of the water meter and in accordance with the current fee & rate schedule of the City in the following manner:

- a. Individual Meters - Individual Meters will be billed for water and sewer based on the individual usage of each meter as is currently the City's practice.
- b. Multi-Unit Meters - Except as provided hereinafter, each multi-unit complex utilizing a master meter will be billed for a minimum water charge and a minimum sewer charge for each unit in the complex, regardless of occupancy. If multiple houses are served by one-meter, multiple minimums will be charged along with the per unit rate. Water usage in excess of the amount included in the minimum bill will be billed in accordance with the current fee & rate schedule including all other applicable fees based thereon. The number of units in a complex shall be established annually by the City. Hotels, motels and similar establishments are not multi-unit complexes.
- c. Billing will commence upon completion by City of construction services, i.e. taps and meters set with a deposit and connect fee charged. From the time meters are set, builders/developers are responsible for minimum monthly water service for each meter set and any usage that exceeds the minimum monthly allowed. Once the builder/developer has notified utility billing to disconnect service, any remaining deposit will be refunded. If multi-unit construction is being performed in the general area, only one deposit is required, but a connect fee is required for each meter. (See Exhibit C-Fee & Rate Schedule)
- d. Averaging water and sewer charge in case of defective meter; Re-reads
  - i. Should any meter fail to register correctly the amount of water used by a customer since the previous read, the right shall exist on the part of the Department to estimate the water use based on any three (3) previous like months average.
  - ii. If the customer requests a re-read of their meter, the first re-read (each calendar year) shall be at no cost to the customer; however, for all re-reads after the first, the customer shall be charged per re-read. (See fee & rate schedule.)
  - iii. Upon the request of a customer, each utility shall make, without charge, a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test shall be conducted in the customer's presence or in the presence of the customer's authorized representative. The test shall be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test shall be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility.
  - iv. Following the completion of any requested test, the utility shall promptly advise the customer of the date of the test, the result of

the test, who made the test and the date the meter was removed if applicable.

- v. If the meter has been tested by the utility or a testing facility at the customer's request, and within a period of two years the customer requests a new test, the utility shall make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility may charge the customer a fee which reflects the cost to test the meter, but this charge shall in no event be more than \$25 for a residential meter.
  
- e. Sewer Averaging  
Residential accounts will be subject to sewer averaging if customer was at location for at least a 12-month period from July through June of year being averaged. For averaging purposes, during that period, the three (3) highest consumptions and the three (3) lowest consumptions will be dropped and the other six (6) averaged to be the effective rate for the 12-month period beginning with the September billing (payment due on October 10.)
  
- f. Responsibility for Leakage  
All property owners, their agents and tenants, shall be responsible as consumers for loss of water/sewer due to leakage of plumbing inside the discharge side of the meter or on said property, and if lost water is not paid for according to rates provided herein, when it becomes due, the utility service shall be cutoff by the department and not turned on until all claims are paid. Service will not be restored until all leaks have been repaired to the satisfaction of the Department. If the City determines that water loss has occurred due to a concealed or hidden leak and without the knowledge of the customer, the City Manager or Director of Finance may make an adjustment to the water billed for no more than two (2) monthly utility bills affected by the leak per 12-month rolling period from the last leak adjustment. The customer will pay no less than the normal utility use plus one-half (1/2) of the calculated loss due to the hidden leak.
  
- g. Billing Delinquencies
  - 1.) Meters shall be read monthly and the consumer shall be billed with a statement showing the amount due by him to the City for the amount of utilities used up to the date the meter is read. The bill shall show the date when the bill is due. If the bill is not paid when due, the City shall assess a late fee of 10%. Additionally, the bill shall show the date a past due amount is subject to disconnect ("cutoff date") and the City shall have the right to cutoff or disconnect the utility service if the bill is not paid by such cutoff date. Services shall not be restored or turned back on until such time as the full amount of money due and owing the City of Gilmer for the delinquent utility service is paid together with disconnect and

connect fees to cover the cost of disconnecting and reconnecting such service.

2.) In certain situations, as approved by the City Manager or the Director of Finance, the City may enter into a written payment agreement with the customer. A payment arrangement negotiated **in advance** of the cutoff date will protect the customer from being cutoff for nonpayment on the regular cutoff date. The payment arrangement cannot exceed seven (7) calendar days beyond the cutoff date unless approved by the City Manager. Extensions beyond seven (7) days are subject to additional extension fees. (See i. below)

3.) Senior and disabled citizens may apply for a ten percent (10%) discount on the minimum water and minimum sewer bill, upon verification of age 65 or proof of disability; said discount must be renewed annually to be continued.

4.) A fee is charged when the bank returns a check or draft for non-sufficient funds. See fee & rate schedule.

5.) If any consumer becomes indebted to the City for service at a previous place of consumption, service at their new place of service shall not be permitted until payment in full is made.

h. 1.) Courtesy/Temporary Water and Sewer Service

The City allows for temporary water and sewer service in certain situations, e.g., landlord cleaning of rental property for a period not to exceed five (5) days. Connect and disconnect fees are charged; however, if water usage is less than 2,000 gallons, the minimum monthly rate is waived.

2.) Construction Water Service

The City allows for temporary water service on construction sites for a period not to exceed thirty (30) days. Connect and disconnect fees are charged; and actual water usage is charged.

i. Payment Arrangements (Extensions)

A fee shall be assessed for an extension past the cut-off date. Extensions must be in writing and only be approved by the City Manager or Director of Finance. The extension cannot exceed seven (7) calendar days beyond the cutoff date unless approved by the City Manager. Extensions beyond seven (7) days are subject to additional extension fees. See fee & rate schedule.

### C. Compulsory Connection to Sewer System

1. Every building required by the building code to have toilet facilities and every building containing a sewage or privy shall be connected to the city sewage system except premises where connection is not feasible. Connection is hereby declared to be feasible as to any premise abutting a street, alley or other public way or sewer right-of-way in which a gravity sewer line having sufficient capacity to handle sewage from the building exists. Every sewage fixture or privy in use in a building shall be connected to the city sewage system.
2. It shall be the duty of any persons owning or occupying improved property within the City which can be feasibly connected to the city sewage system to connect such property and the improvements thereon with the city sewer system if the same exists in the street, alley, or other public way or utility right-of-way abutting the premises.
3. When city sewer service becomes available to a residence, which was formerly without available service, the occupant of such property may, at their option, connect the residence to the city sewer. However, if the septic tank system of such residence fails to meet state standards for septic tank systems, the occupant of such residence shall connect the residence to the city sewer immediately, or as soon as is practical. If city sewer service is available to a residence within the city limits, no new or replacement septic tank systems may be installed at that residence.
4. The City Manager shall notify the owner or occupant of every building to which sewer service becomes available; that service is available and to make connection with the city sanitary sewer. The City Manager shall notify the owner or occupant of every residence to which city sewage services are available and such residence has a septic tank system, which does not meet state standards for septic tank systems, that service is available and to make connection with the city sanitary sewer. Any owner or occupant of a residential and/or commercial building, who fails to make connection the city's sanitary sewer within one hundred eighty (180) days after receipt of such notice from the city manager, shall be deemed in violation of this subsection. If said occupant of such property refuses to connect their residence to the city sewage system within the above stated time period after the same becomes available, the City may take legal action to have said connection made, and then, place a lien on said property in the amount required to make such connection or disconnect water service.

### D. Other Water Sales

The sale of water on a non-regular basis (metered or non-metered) at a location specified by the City, is subject to a written agreement between customer and the City. See fee & rate schedule for rates for Bulk Water Sales. See Exhibit "B" for sample Agreement for Bulk Water Sales. Fees for wholesale and other water sales, e.g., industrial or rural water districts, are to be determined by contract.

E. City of Gilmer Service Agreement

The City reserves and maintains the right to enter upon the premises of customer's property to inspect and prevent the existence of unsafe or unsanitary plumbing methods. See Exhibit "D" City of Gilmer Service Agreement for additional terms and conditions of service. All customers are required to sign such Service Agreement as a condition of the City providing service. From time to time, customers may be required to sign new service agreements as such are amended to keep current with State of Texas regulatory agencies. All provisions of this ordinance pertaining to the Department shall be deemed to be incorporated in every contract between the Department and its customers, and each customer shall be charged with the knowledge of such provision, and, by applying for and accepting water from the Department, to have assented to the provision hereof.

F. Backflow Prevention and Cross Connection Control Program

To protect the drinking water, if, in the judgment of the Director or his agents, and as required by TCEQ, an approved backflow and/or back siphonage prevention device is necessary for the safety of the utility system, the Director will give notice in writing to the customer to install such an approved device immediately. The customer shall install such approved device at his own expense and failure, refusal or inability on the part of the customer to install such device at once shall constitute a ground for discontinuing utility service to the premises until such device has been installed.

G. Fire Line Service

Fire Lines are to be equipped with the installation of a detector check valve tied to a  $\frac{3}{4}$  meter. The no billed meter will be read and billed for usage. No connection for a fire line service may be permitted unless approved by the building official of the City in accordance with applicable plumbing code, fire code and TCEQ rules and regulations. A meter, if any, of the kind and size prescribed by the Director may be required. The furnishing, installation, maintenance, and inspection of all meters and services, checks, bypasses, valves, piping, etc., necessary for the installation and operation of sprinkler systems and fire services shall be at the expense of the customer.

H. Construction Methods

In addition to all construction techniques required by applicable plumbing code and TCEQ rules and regulations, a customer-owned cutoff valve shall be installed immediately adjacent to the City water meter box. A clean-out shall be installed at property line or right-of-way line on each individual customer sewer line. It is the customer's responsibility to maintain that line to the City's main line.

The property owner must assure that sewer service has been properly plugged at the ROW, give tie down measurements and consult City inspector. Failure to do so will result in a \$500.00 surcharge to the property owner.

I. Tampering, Damage, Theft

It shall be unlawful for anyone to willfully break, tamper, damage or otherwise interfere with any part of the water utility system, including, but not limited to water meters, fire hydrants, valves and piping, etc. Also, it shall be unlawful to cause water to be diverted or prevent metering devices to register usage. Any person in violation of these rules shall be deemed guilty of tampering and theft.

A tampering fee, as established by the City, shall be paid or charged against property in question. This fee will be in addition to costs of repairs and equipment replacement and estimated charges for all diverted services.

J. Individual Water Wells Prohibited

No person, commercial or industrial unit shall be permitted to dig, bore or drill water wells within the city limits of the City of Gilmer. Water from water wells existing within the city limits at the time of this ordinance that are being used for human consumption, and that are not connected in any form or fashion to the City of Gilmer's water distribution system shall be permitted to continue to operate so long as the water quality complies with state standards for water well quality. However, once such existing well fails, or the water quality does not comply with state standards, then in that event said residential, commercial or industrial unit shall immediately, or when made available by the City or developer, be connected to the City of Gilmer's water utility system.

K. Vending Water

It shall be unlawful for any person or entity, other than water systems approved by the State of Texas, to sell or resell water for domestic or any other uses within or without the City, without applying for and receiving a permit to do so from the City Manager of the City of Gilmer, Texas. Before granting such permit, the City Manager shall submit such application to the City/County Chief Sanitation Officer for a written recommendation. The fee for said permit is as noted in the fee & rate schedule.

Section 3. Wastewater from Industrial or Certain Commercial Establishments

Commercial customers generating industrial wastewater may be subject to a separate written agreement between the customer and the City. Fees for such services are determined by contract. In situations where a separate agreement is not required, including but not limited to commercial entities such as car wash, laundromats and food service establishments, an annual fee shall be applicable.

All categorical pretreatment standards, sewage pretreatment rules, lists of toxic pollutants, industrial categories and other applicable regulations promulgated by the EPA and TCEQ, including all future amendments of same, are hereby incorporated into this ordinance.

**City of Gilmer**  
**Exhibit "B" to Ordinance No. 20-038**

**SAMPLE AGREEMENT FOR BULK WATER SALES**  
**FROM CITY FIRE HYDRANTS**

1. The undersigned herein agrees to be responsible for the following:
  - a. Payment for installation and certification fees at a rate as designated in the Fee & Rate Schedule, related to meter and backflow prevention devices.
  - b. Water purchased in bulk quantities shall be billed at a rate as designated in the Fee & Rate Schedule with a minimum charge as noted.
  - c. Payment of repair costs for any damage to structures, equipment, streets, fire hydrant, meter, backflow prevention devices.
  - d. Payment for any and all water which passes through meter during time meter and equipment are in place.
  
2. Any water purchased at other specified locations, unmetered, shall be witnessed by City personnel; (water or fire department) and billed as set forth herein.
  
3. The City reserves the right to remove meters, equipment, or otherwise limit bulk water sales at any time without notice depending upon the demands of the City and the water system.

DATE: \_\_\_\_\_

CITY OF GILMER

BY:        - - - - - \_\_\_\_\_

TITLE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Printed name*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_ ZIP:    - - - - -

TELEPHONE: - - - - - \_\_\_\_\_

LOCAL CONTACT NAME: \_\_\_\_\_

LOCAL CONTACT TELEPHONE: \_\_\_\_\_

**City of Gilmer**  
**Exhibit "C" to Ordinance No. 20-038**

**Fee & Rate Schedule**

1. Minimum Monthly Water & Sewer Rates:

Meter Size In inches	Minimum Monthly Water	Minimum Monthly Sewer
¾"	\$16.26	\$15.87
1"	16.26	15.87
1 ½"	16.26	15.87
2"	27.40	26.69
3"	40.13	39.05
4"	52.86	51.41
6"	65.59	63.77

For any meter size not listed, minimum monthly rates will be determined at time of installation.

2. Volume Water & Sewer Rates

	<b>Water</b>	<b>Sewer</b>
First 2,000 gallons	Minimum charge (see 1 above)	Minimum charge (see 1 above)
Over 2,000 gallons	\$4.45/1,000 gallons	\$2.78/1,000 gallons

3. Outside City- all rates outside Gilmer City Limits are one and one-half times the rates listed in 1 and 2 above.

4. Fees

Deposit - Owner	\$ 75
Deposit - Non-owner	\$100
Connect (turn on during business hours)	\$ 25
Disconnect (turn off during business hours)	\$ 25
After Hours Connect	\$ 50
After Hours Disconnect	\$ 50
Penalty for Late Payment	10%
Return Check/Draft	\$ 25
Customer-requested Re-read	\$ 25
Delinquent Account Processing	\$ 25
Payment Arrangement/Extension (Valid for seven (7) days)	\$ 10
Equipment Damage/Tampering	\$ 250
Vending Water Permit-by Agreement Only	\$ 1,000
Wastewater Annual Permit, commercial	\$100
Wastewater Annual Permit, Significant Industrial	By contract

*Relocate Water Meter	\$ 500
*Abandon Water Tap	\$ 500
*Plug Sewer Service (@, ROW	\$ 500
Landlord Cleaning Turn On / Per Trip	\$ 10
Landlord Cleaning Turn Off / Per Trip	\$ 10
Construction Water Turn On/ Per Trip	\$ 20
Construction Water Turn Off/ Per Trip	\$20
Food Service Grease Traps	\$ 100
Laundry Lint Trap	\$ 25
Car Wash Sand Trap	\$ 25

\* Plus additional costs for street repairs and other costs when length exceeds fifty (50) feet. For any size not listed, a fee will be determined at time of installation.

#### 5. Water & Sewer Tap Fees.

Size (Water line)	Water Tap & Meter Fee*	Size (Sewer line)	Sewer Tap*
<sup>3</sup> / <sub>4</sub> " w/meter	\$ 1,200.00	4"	\$ 875.00
1" w/meter	\$ 1,500.00	6 "	\$ 1,200.00

#### Branch Water Taps

Branch taps would be considered only at the time of initial tap construction and for the following examples: Multi-family units, multi-unit office and / or single-family dwelling with domestic water and landscape irrigation.

Size	
Initial Tap - 1" w/meter	*See price above
<sup>3</sup> / <sub>4</sub> " Branch w/meter	Add \$300.00

\* Plus, additional costs for street repairs and other costs when length exceeds fifty (50) feet. For any size not listed, a fee will be determined at time of installation.

#### 6. Water & Sewer Tap Activation Fees-Tap Provided by Developers

Size of Existing Water Tap	Water Activation & Meter Fee	Size of Existing Sewer Tap	Sewer Activation
<sup>3</sup> / <sub>4</sub> "	\$ 300.00	4"	\$ 50.00
1"	400.00	6"	75.00

For any size not listed, a fee will be determined at time of installation.

#### 7 Bulk Water

- a. \$500.00 - Installation and Certification Fee
- b. \$ 15.00/1,000 gallons with a minimum of \$75.00

**City of Gilmer**  
**Exhibit "D" to Ordinance No. 20-038**  
**CITY OF GILMER SERVICE AGREEMENT**

1. **PURPOSE** The City of Gilmer is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions, which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each Customer /Owner must sign this agreement before the City of Gilmer will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
  
2. **PLUMBING RESTRICTIONS** The following unacceptable plumbing practices are prohibited by State regulations.
  - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - b. No cross-connection between the public drinking water supply is permitted. These potential threats to the drinking water supply shall be eliminated at the service connection by the installation of an air-gap or an approved backflow prevention device.
  - c. No connection, which allows water to be returned to the public drinking water supply, is permitted.
  - d. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.
  - e. No solder or flux, which contains more than 0.2% lead, can be used for the installation or repair of plumbing at any connection, which provides water for human use.
  
3. **SERVICE AGREEMENT** The following are the terms of the service agreement between the City of Gilmer and

**PLEASE PRINT CUSTOMER NAME**

- a. The Water System will maintain a copy of this agreement as long as the Customer/Owner and/or the premises are connected to the Water System
  - b. The Customer/Owner shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connection or other unacceptable plumbing practices exists; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.
  - c. The Water System shall notify the Customer/Owner in writing of any cross-connection or other unacceptable plumbing practice, which has been identified during the initial inspection or the periodic re-inspection.
  - d. The Customer/Owner shall immediately correct any unacceptable plumbing practice on his premise.
  - e. The Customer/Owner shall, at his expense, properly install, test and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
4. **ENFORCEMENT** If the Customer/Owner fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer/Owner.

Customer's Signature: \_\_\_\_\_

Date: \_\_ \_ - - - - -

Address to Connect: \_\_\_\_\_

Telephone #: \_\_ \_ - - - - -

Mailing Address: \_\_\_\_\_

D.L. #: \_ \_ - - - - -

Account #: \_\_\_\_\_

**Signature of City Representative**

**Date**

**City of Gilmer**  
**Exhibit "E" to Ordinance No. 20-038**  
**Schedule of Provisions, Policies and Fees - Solid Waste**

City of Gilmer Code of Ordinances  
Chapter 68 - Sanitation

A. General

Collection rates for Residential, Commercial and Industrial/manufacturer customers are set by this ordinance. The trash services provided for residents and businesses is defined and governed by a specific agreement the City has with a contracted waste management company. The monthly charge for garbage collection service shall be assessed to all customers within the City Limits who have the service available to them. There is no option for placing garbage service on "vacation": ALL active water/sewer accounts must include garbage service, unless it falls under a list of exceptions, such as outside city limits, water only accounts (e.g., sprinklers), sewer only accounts, certain Gilmer ISD locations, certain Upshur County locations and other commercial accounts with multiple locations or other situations as approved by the City Manager.

Fees for garbage services are included with utility billing. NOTE: Sales tax will be added to garbage collection charges as required by State law. Customers must submit a Texas Sales and Use Tax Exemption Certification to be exempt from sales tax.

All equipment furnished by waste management company shall remain the property of waste management company; however, customer shall have care and custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment, and for its contents while at customer's location. Customer shall not overload, move, or alter the equipment, and shall use the equipment only for its intended purpose. At the termination of services, customer shall release the equipment to waste management company in the condition in which it was provided, normal wear and tear accepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. The waste management company shall not be responsible for any damage to customer's property, including pavement, subsurface or curbing, resulting from waste management company's provision of services rendered. Customer is responsible to ensure that customer's right of way is sufficient to bear the weight of waste management company's equipment and vehicles.

B. Residential Collection

1. A residential customer is defined as the actual owner or occupant of the residential unit for which trash service is being provided, and has an active residential water meter. Only waste directly produced by the residential customer will be accepted.

See item D2 for policies related to multi-use residential properties.

2. Trash will be scheduled to be picked up at each residence, twice per week, on days as described in the contract with the waste management company. There is currently a 10-bag limit; however, in order to have trash picked up, all trash or garbage being disposed of must be bundled (not to exceed 3 feet by 2 feet, tightly bound) or in a container, such as a plastic bag and sealed, not exceeding 35 pounds in weight. If an individual resident places enough bags out for pick-up so that the picking up of all the bags placed would overload the truck and interfere with the completion of that route, bags containing leaves and other matter that is not subject to putrefaction may be left temporarily for pick-up on a subsequent collection day. But, in no case may the route driver leave bags containing food or other decayable matter.
3. Any part of the refuse put out for pick-up that is not containerized or bundled when the route driver arrives at the residence will not be picked up. This will include all refuse that has spilled out of the container or bundle that was opened and/or spilled by human or animal activity.
4. Trash must be placed for collection by 7:00 am on the assigned day of pick-up in order to have it picked up on that day. Bags put out late will not be collected until the next scheduled route day for that residence and any spillage will be the responsibility of the resident.
5. Customers may schedule an extra pick-up at City Hall. Charges for extra pick-ups are subject to the approval of the City Manager or his designee. Extra pick-up may include limbs and, in that case, limbs may be no longer than 5 feet in length.
6. The following materials are not acceptable for extra pick-up: Tires, batteries, oil/oil filters, any item containing freon (e.g., refrigerators, freezers, air conditioners), any liquids, chemicals and pesticides, televisions, computers, enclosed cylinders (e.g., propane bottles), liquid paint, shingles or other building materials, hazardous waste, dead animals, or medical waste.
7. Limbs may be placed for pick-up if bundled (not to exceed 3 feet by 2 feet) and tightly bound.

8. Occasional pick-up schedule changes, for holidays, bad weather, etc. must be anticipated, but will be held to the minimum possible. Efforts will be made to notify all residents of such changes. Missed pick-ups and other problems with the delivery of services by the waste management personnel or company may be addressed directly to the company or to City Hall.

#### C. Commercial Collection: Hand-Collect

1. Trash will be scheduled to be picked up at each customer location twice per week on the same days as residential service is performed in the area of the business. There is currently a 10-bag limit; however, in order to have trash picked up, all trash or garbage being disposed of must be bundled (not to exceed 3 feet by 2 feet, tightly bound) or in a container, such as a plastic bag and sealed, not exceeding 35 pounds in weight.
2. Only waste directly produced by the commercial customer will be accepted.
3. Any part of the refuse put out for pick-up that is not containerized or bundled when the route driver arrives at the business will not be picked up. This will include all refuse that has spilled out of the container or bundle that was opened and/or spilled by human or animal activity.
4. Trash must be placed for collection by 7:00 am on the assigned collection day in order to have it picked up on that day. Bags put out late will not be collected until the next scheduled route day for that business and any spillage will be the responsibility of the business.
5. Rules as to acceptable and unacceptable items and procedures will be the same as described in the residential section.

#### D. Commercial Collection: Dumpsters (includes Multi-Use Residential properties)

1. Businesses that have arrangements for dumpsters will arrange with City Hall for pick-up by the waste management company on a schedule frequent enough to prevent overflow or spillage from the container. Any spillage will be the responsibility of the customer. Any abuse or unauthorized use of these containers is to be reported to the City or the waste management company.
2. Property owners of multi-use residential properties may choose to pay for dumpsters in lieu of the City charging the individual residents the standard residential rate for hand collect services.

3. Only waste directly produced by the customer will be accepted.
4. Rules as to acceptable and unacceptable items and procedures will be the same as described in the residential section.
5. Dumpster sharing among commercial customers must be evidenced by a signed document with the City. In no event will the shared rate be less than the minimum commercial hand-collect rate. The rate will change pro rata in situations where a business is inactivated/vacated, to ensure that the sum of the rate being paid by each business is never less than the rate for the specific size dumpster and collection frequency.

#### E. Commercial Collection: Bulk Waste

If there are bulky items that must be disposed of by a commercial customer, arrangements must be made with the City. The commercial customer must call City Hall between the hours of 8:00 am and 4:30 pm Monday through Friday. City Hall personnel will get information from the commercial customer about location, size and other necessary information for pick-up. (See rate schedule.)

#### F. Unlawful Collection or Transportation

- a) It shall be unlawful for any person, including an owner, occupant, agent, contractor, builder, developer, or entity to allow the use of any roll- a-waste container or other solid waste collection container that is obtained from any source or provider other than an entity authorized by the City to provide such containers for solid waste collection and disposal.
- b) It shall be unlawful for any person or entity to collect or transport solid waste for a fee or other consideration, including, but not limited to, construction debris, garbage, refuse, rubbish, or bulky waste, without first having obtained a contract or franchise from the City.

#### G. Illegal Dumping

Illegal dumping is subject to penalties as prescribed by State law under Health and Safety Code Section 365.012 Illegal Dumping and under Penal Code Section 31.04 Theft of Service.

## H. Sanitation Service Rates

Rates that follow are for services rendered within the City Limits. Rates for services outside the City shall be at least one hundred fifty (150) percent of the rates for service within the City. These rates do NOT include sales tax.

Residential hand-collect - \$ 15.98 per month

Commercial hand-collect - \$19.16 per month

Dumpster:

Frequency / Size	1x/Wk	2x/Wk	3x/Wk	4x/Wk	5x/Wk	Extra Pick-up
2 c cubic yd	\$ 51.39	\$ 86.33	\$ 127.43	\$ 170.60	\$ 201.43	\$31.86
3 cubic yd	65.77	116.13	153.13	201.43	246.65	35.97
4 cubic yd	84.27	153.13	205.54	311.39	340.17	38.02
6 cubic yd	135.66	209.65	294.95	402.86	492.27	51.39
8 cubic yd	149.02	265.15	383.33	492.27	579.62	63.72

Commercial Roll-Off:

Size	Monthly	Per Haul Rent
20-yard, open top	\$ 89.41	<i>plus</i> \$ 466.58
30-yard, open top	133.60	<i>plus</i> 602.23
40-yard, open top	133.60	<i>plus</i> 737.89
30/35-yard compactor	133.60	<i>plus</i> 602.23
40/42-yard compactor	133.60	<i>plus</i> 737.89
20-yard, special waste	negotiated	Negotiated
Liner		113.05

Roll-Off / Compactor Deposit: Deposit of a minimum of one haul, based upon size of container, is required for all roll-off customers.

Non-Exclusive Commercial Roll-Off:

(Available only for governmental entities and recycle roll-offs for organizations by a sanitation company with a presence in Upshur County)

Size	Per Haul	Recyclable Per Haul
20-yard, open top	\$110.00	\$ 75.00
25-yard, open top	\$115.00	\$85.00
30-yard, open top	\$125.00	\$100.00
40-yard, open top	\$140.00	\$120.00

**City of Gilmer  
Exhibit "F" to Ordinance No. 20-  
038 Miscellaneous Fee Schedule**

<b>PERMIT FEES</b>		
Preliminary building permit application with site plan		\$25.00
Appl. for bldg. permit - new construction & remodels- residential		\$0.20 cents per sq. ft.
Appl. for bldg. permit - new construction & remodels - commercial		\$0.25 cents per sq. ft.
Minimum building permit fee		\$30.00
Maximum building permit fee		\$6,000.00
Plan review		\$50.00
Building permit (Electrical)		\$50.00 per address
Building permit (Plumbing) permit - new/existing - gas test. To include the following: sewer lines / water lines / water heaters		\$85.00 per inspection
Lawn sprinkler system		\$50.00
Re-inspection fee		\$25.00
Customer service inspection	\$50.00/residential	\$100.00/commercial
Mobile home inspection fee		\$25.00
Environmental health inspection fee		\$50.00
Mechanical permit - HVAC		\$50.00 per address
*Demolition permit		\$100.00
**Curb cut/driveway/culvert installation		\$50.00
Certificate of occupancy	\$50.00/residential	\$100.00/commercial
Storage building permit (on slab)		\$25.00
Swimming pools/ in-ground, above -ground, spas, hot tubs	\$100.00/residential	\$500.00/commercial
Zoning change request fee		\$250.00
Board of Adjustment fee		\$250.00
Release of lien		Amt. of lien plus 10% and additional \$25.00 admin. fee
Solicitation / peddlers permit fee		\$5.00 / day - \$25.00 / month - \$100.00 / year
Yamboree solicitation / peddlers permit fee		Must rent booth space from Yamboree Assoc.3 day permit (Thurs.-Sat.) \$10.00
Sign permit		\$50.00
Gaming Room permit		\$1,000/year
Billboard permit		\$200.00
Moving permit		\$100.00

**\*\*Policy regarding the construction of driveways.** The City does not install driveway culverts or any other culvert for individual use.

The City shall review the location of any proposed drainage culvert or structure,

\*The property owner must assure that sewer service has been properly plugged at the ROW, give tie down measurements and consults City inspector. Failure to do so will result in a \$500 surcharge to the property owner.

<b>Food service permits</b>		Annual permits are per number of employees handling food
1-2 employees		\$25.00
3-5 employees		\$50.00
6-10 employees		\$100.00
11-20 employees		\$125.00
21-30 employees		\$150.00
30+ employees		\$175.00
<b>Mobile food permit. Initial annual fee 150.00; any break in contiguous year shall require an initial fee upon renewal.</b>	Renewal fee \$125.00 each contiguous year	\$150.00/125.00
Roadside food vendor		\$100.00
Temporary food permit		\$100.00
Food service grease trap fee		\$100.00
<b>Airport</b>		
*Airport hangar rental fee	Paid monthly/\$125.00 plus \$10.00 svc. fee Paid yearly/\$1,500	
Airport hangar/building land lease	Paid yearly - 9-cents per sq. ft.	
<b>Miscellaneous Fees</b>		
Water Meter graph (each month pulled; 1 free month pull per rolling year)		\$25.00
Car wash sand trap fee		\$25.00
Laundromat lint trap fee		\$25.00
Gaming machines		\$15.00/machine/year
Police Department accident reports		\$6.00
Fire Department reports		\$5.00
Copy of public records - CD		\$2.00
Copy of public records - 8-1/2 x 11 size copies		\$.10 per side/per page
Copy of public records - 8- 1/2x14 size copies		\$.15 per side/per page
Copy of public records – 11x17 size copies		\$.25 per side/per page
Labor charge: Labor charge for locating, compiling, manipulating data, and reproducing public information retrieval from off-site storage, and/or redacting confidential information.		\$15.00 per hour
Mailing / shipping costs	Actual cost for postage and shipping supplies	
NSF check charge		\$25.00
Credit card and debit card processing fee		3.5% of total amount paid

\***Airport maintenance-** Each tenant is expected to maintain property around rental unit/lot, 10' perimeter for mowing, etc.

<b>Gilmer Civic Center</b>	<b>General Rates</b>	<b>Public School System Rates</b>
Full Facility	\$800/Monday-Thursday	\$700/Monday-Thursday
Full Facility	\$1,000 / Friday- Sunday	\$900/Friday-Sunday
Auditorium/Banquet Room	\$450/Monday-Thursday	Same as General Rates
Auditorium/Banquet Room	\$650/Friday-Sunday	Same as General Rates
Auditorium with 424 fixed seats	\$250/Monday-Thursday	Same as General Rates
Auditorium with 424 fixed seats	\$450/Friday-Sunday	Same as General Rates
Banquet room (approx. 5,600 sq. ft.)	\$250/MondayThursday	Same as General Rates
Banquet room (approx. 5,600 sq. ft.)	\$450/Friday-Sunday	Same as General Rates
Multi-Purpose Room (5,000 sq. ft.)	\$300/Monday-Thursday	Same as General Rates
Multi-Purpose Room (5,000 sq. ft.)	\$500/Friday-Sunday	Same as General Rates
Multi-Purpose Room (3,300 sq. ft.)	\$180/Monday-Thursday	Same as General Rates
Multi-Purpose Room (3,300 sq. ft.)	\$300/Friday-Sunday	Same as General Rates
Breakout/Meeting Room (900 sq. ft.)	\$125 /Monday-Thursday	Same as General Rates
Breakout/Meeting Room (900 sq. ft.)	\$150/Friday-Sunday	Same as General Rates
Breakout/Meeting Room (450 sq. ft.)	\$75/Monday-Thursday	Same as General Rates
Breakout/ Meeting Room (450 sq. ft.)	\$100 /Friday-Sunday	Same as General Rates
Combination of Multi-Purpose Room and Meeting Room	See above	Same as General Rates
Each Additional Room	See above	Same as General Rates
Courtyard	\$125 /Monday-Thursday	Same as General Rates
Courtyard	\$ 175 / Friday-Sunday	Same as General Rates
Foyer (approx. 2,000 sq. ft.)	\$200/Monday-Sunday	Same as General Rates
Outside Areas	\$300/Monday-Thursday	Same as General Rates
Outside Areas	\$500/Friday-Sunday	Same as General Rates
Parking Lot	\$200/Monday-Sunday	Same as General Rates
Day Rehearsal/Decorating Rate (Mon.-Fri. 8 a.m.-4:30 p.m.)	\$200/Monday-Sunday	Same as General Rates
Evening Rehearsal/Decorating Rate (Mon.-Fri. after 4:30 p.m.)	\$300/Monday-Sunday	Same as General Rates
Sound system usage fee	\$100	Same as General Rates
Fly system usage fee	\$100 plus \$200 deposit	Same as General Rates
Piano / keyboard usage fee	\$10 per day	Same as General Rates
Tables 5 ft. round & 8 ft. rectangular	\$5 each	Fee waived
Chairs	\$.50 each	Fee waived
Overtime Fee	If overtime occurs- renter forfeits \$50 of their security deposit	Same as General Rates
Rental Past Midnight	\$150 For Each Half-Hour	Same as General Rates
Clean up fee	If negligent in this regard - renter forfeits their \$300 security dep.	Same as General Rates

<b>Gilmer Civic Center</b>	<b>General Rates</b>	<b>Public School System Rates</b>
Garbage Fee	If negligent in this regard - renter forfeits \$50 of their security dep.	Same as General Rates
Security Fee / Alcohol - Private Events Only	\$30 Per Hour (Per Officer) 3 Hour/\$90 Minimum	<b>N/A</b>
Deposit For Confirmation/Security Deposit	\$300	Same as General Rates
<b>Wireless Network Facilities/</b>		
<b>Small Cell (Network) Nodes</b>		
Application Fee Per Network Node	\$100	
Annual Public Right-of-Way Rate Per Network Node	\$250	
Application Fee Per Node Support Pole	\$100	
Application Fee Per Transfer Facility	\$100	
Monthly Rental Rate Per Network Node for Each Transfer Facility	\$28	
Annual Rental Rate for Collocation of Network Node Per Service Pole	\$20	

\***Municipal Court** - Municipal Court fines and fees are on file in the Municipal Court Clerk's office located at City Hall

**City of Gilmer**  
**Exhibit "G" to Ordinance No. 20-038**  
**Cross-Connection Control Program**

**SECTION 1-**

**1. General**

- 1) No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems (TCEQ Rules) and this ordinance. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained and tested in accordance with the TCEQ Rules and this ordinance.

**2. Backflow Prevention Assembly Installation, Testing and Maintenance**

- 1) All backflow prevention assemblies shall be tested upon installation by a recognized backflow prevention assembly tested and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.
- 2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14) or the University of Southern California Manual of Cross-Connection Control.
- 3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the City of Gilmer within five (5) working days of the test, repair or overhaul of each backflow prevention assembly.
- 4) No back-flow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the City of Gilmer. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, The American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, University of Southern California Manual of Cross-Connection Control, current addition, or the current Plumbing Code of the City of Gilmer, whichever is more stringent.

- 5) Test gauges used for backflow prevention assembly testing shall be calibrated at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-

Connection Control (Manual M14), current addition, or the University of Southern California's Manual of Cross-Connection Control, current addition. The original calibration form must be submitted to the City of Gilmer within five (5) working days after calibration.

- 6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality.

### **3. Customer Service Inspections**

- 1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, connection, or addition to the private water distribution facilities.

- 2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:

- 1) Plumbing Inspectors and Water supply Protection Specialists that have been licensed by the Texas State Board of Plumbing Examiners.

- 2) Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold a current endorsement issued by the Commission.

- 3) The Customer Service Inspection must certify that:

- 1) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.

- 2) No cross-connection between the public water supply and a private water source exists. Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly will be properly installed and a new service agreement be executed for annual inspection and testing by a recognized backflow prevention assembly tester.

- 3) No connection exists which allows water to be returned to the public drinking water supply is permitted.

No pipe or pipe fitting which contains more than 0.25% lead may be used for installation or repair of plumbing at any connection that provides water for human use.

- 4) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one lead test shall be performed for each inspection.

## **SECTION 2 - REPEAL**

That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

## **SECTION 3 - SEVERABILITY**

It is hereby declared to be the intention of the City Council of the City of Gilmer that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

## **SECTION 4 - ENFORCEMENT**

Any person who violates this Ordinance is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$100.00 and not more than \$500.00. Each day that one or more of the provisions in this Ordinance is violated shall constitute a separate offense. If a person is convicted of two (2) or more distinct violations of this Ordinance, the City of Gilmer shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, here by established at \$50.00, and any other costs incurred by the City of Gilmer in discontinuing service. In addition, suitable assurance must be given to the City of Gilmer that the same action shall not be repeated while the Ordinance is in effect. Compliance with this Ordinance may also be sought through injunctive relief in the district court.