

CITY OF FRANKLIN
ADDENDUM TO MVUD WATER SUPPLY CONTRACT
For Utility Services Provided by the City of Franklin

Mallory Valley Customer Account Number _____

This Contract is entered into by and between City of Franklin, Tennessee, hereinafter called "COF", and (customer name) _____, who is the owner or lessee of premises known as (customer address) _____. The owner or lessee is hereinafter called "CONSUMER". This contract applies to CONSUMERS of water provided by Mallory Valley Utility District (MVUD or DISTRICT) and is provided sewer and other utility services by the COF. Utility services include, but are not limited to, sewer (wastewater), reclaimed water, solid waste (trash) and stormwater management.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The COF agrees to supply utility services to include sewer, trash & stormwater management services to the CONSUMER in accordance with the COF'S rules and regulations governing service, which may be amended from time to time.

2. The CONSUMER agrees to pay for service at the rates approved by the COF from time to time.

3. The Residential CONSUMER agrees and understands that residential customers will receive a bill from the COF for sewer, trash and stormwater management services. In certain cases, trash is provided as part of the HOA dues in multi-residential developments and not billed to the sewer CONSUMER. Commercial CONSUMERS will be billed for services as follows: sewer will be billed to the water CONSUMER; commercial trash may be provided by a commercial vendor and is billed to the CONSUMER only if the CONSUMER obtains trash service from the COF; stormwater management is billed by parcel to the owner in accordance with the COF Municipal Code. Individual tenants may be responsible for these costs in accordance with the lease agreement.

4. All applicable sewer access fees, tap fees and connection fees will be paid by the CONSUMER in accordance with the COF's rules and regulations as set forth as part of the COF Municipal Code.

5. Meters will be read and water bills rendered in accordance with MVUD billing provisions. The COF shall issue bills monthly using the MVUD water consumption data.

6. The CONSUMER agrees to pay the COF for sewer service using water readings provided by the MVUD. Sewer charges shall not apply for water that is delivered and metered separately by the DISTRICT.

7. Payments for COF utility services can be made by mail to the COF'S mailing address of P.O.BOX 487, Franklin, TN 37065-0487, or in person at City Hall Suite 141 located at 109 3rd Ave S, Franklin, Tennessee. For after hours service, a drop box is provided on 2nd Ave S. Other payment methods of payment are as follows: automatic bank draft of your checking account or using the online payment tool on the COF web site or using the interactive voice response (IVR) tool. The online web payment and IVR tool are with a third party and convenience fees apply. Acceptable forms of payment are cash, check, money order, or cashier's check. Credit/debit cards are acceptable using the online web payment option.

8. Failure to receive a bill will neither release the CONSUMER from his or her payment obligation nor will it entitle the CONSUMER to a billing discount.

9. Bills paid after the date due are subject to late fees in accordance with the COF Municipal Code. If the CONSUMER fails to pay for COF utility service by the next month's billing, water service may be terminated for non-payment. The CONSUMER will become liable to pay the expense of a MVUD service call for the reconnection of water service. Nonpayment of COF utility service accounts may result in the CONSUMER'S account being transferred to a collection agency. The CONSUMER agrees to pay all expenses for the collection of unpaid bills and charges, including reasonable attorneys' fees and court costs, in the event legal action is commenced to collect the CONSUMER'S account.

10. In the event the CONSUMER pays the water bill by check or automatic bank draft and payment is returned by the bank to the COF for "Insufficient Funds", "Account Closed" or for any other reason, the CONSUMER shall pay the amount due in a timely manner as determined by the COF and shall pay a \$20.00 returned item charge. If the COF receives three returned checks and/or automatic bank drafts on the CONSUMER, the CONSUMER will no longer be allowed to submit a check for

CITY OF FRANKLIN
ADDENDUM TO MVUD WATER SUPPLY CONTRACT
For Utility Services Provided by the City of Franklin

payment or continue with automatic bank drafting. Instead, the CONSUMER shall pay all utility service bills by cash, credit card, money order or cashier's check.

11. The COF may, in the absence of available water consumption readings from MVUD, estimate sewer usage using the best information available.

12. The CONSUMER shall give MVUD at least two (2) days notice before canceling water service at the premises set forth in the MVUD Contract to allow the DISTRICT to read the meter for a final bill. This notice will be provided to the COF to discontinue utility service billing.

13. Leak adjustments for sewer may be allowed in accordance with COF business practice upon presentation by the CONSUMER that necessary repairs have been made to the water system and that MVUD has adjusted the water consumption in accordance with their leak adjustment practice.

14. If the CONSUMER:

- A. Fails to pay the COF'S fees and charges for water service;
- B. Violates the COF'S rules and regulations governing utility service;
- C. Violates any provision of this Contract;
- D. Makes any illegal or unsafe use of utility facilities;

the COF authorizes the DISTRICT to terminate water service and remove its equipment from the premises.

15. The CONSUMER hereby authorizes the COF'S agents and employees to enter the CONSUMER'S premises at all reasonable times for the purpose of inspecting utility service components to confirm compliance with this Contract.

16. If the CONSUMER is presently, or is in the future, connected to the City of Franklin sewer system, the CONSUMER understands that the DISTRICT has agreed to terminate the CONSUMER'S water service for nonpayment of sewer charges for those two systems. Water service will be turned off at the request of Franklin until the CONSUMER has paid the appropriate charges to Franklin and has delivered to the DISTRICT signed documentation showing all charges have been paid. Any questions or disputes about the CONSUMER'S sewer bill shall referred to and resolved by Franklin.

DATE

CONSUMER NAME

CONSUMER SIGNATURE HERE

The applicable fees for water have been paid and the account is ready for COF utility service

Date fees Received _____

Date of first Water Bill _____

Mallory Valley Utility District _____

Bank Draft Service (Yes/No) _____