

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

THIS AGREEMENT made on the _____ day of _____, 2022, by and between, the Hartsville/Trousdale Water & Sewer Utility District, hereinafter referred to as "Utility," and

_____ hereinafter referred to as "Developer."

WITNESSETH:

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

WHEREAS, the Developer has made application for utility service.

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

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

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

2. The Developer agrees to follow all health, safety, workers' compensation, and all other applicable federal, state, and local statutes or governmental agency regulations in performing its obligations under this Agreement, including obtaining any licenses or permits required, and will pay any such fees, licenses, and other charges any such agency exacts.
3. The Developer will pay, at its own expense and no expense to the Utility, for all material and labor necessary to install and complete the facilities, including the corporation stop, the service tubing from the main to the meter location to be designated by the Utility, and the meter box, meter setting, and meter, in accordance with all drawings, plans, and specifications and this Agreement. The Contractor constructing the improvements will be subject to the Utility's approval.

4. At the time of execution of the Agreement, the Developer will pay to the Utility all fees and charges currently established by the Utility for:
 - (a) Hydraulic analysis and plans review fees (a non-reimbursable fee of \$ 1,250.00).
 - (b) Fifteen percent (15%) of the costs of installation of the utility construction covered by this contract, including engineering fees and administrative expenses connected to providing utility service to the development. The Utility's estimated total cost for installation of utilities covered in this contract is \$_____.
 - (c) Any legal expenses incurred by the Utility to provide utility service for the development.
 - (d) The Water Severability Fee per lot for this project is \$ 125.00. This fee is representative of 0 lots, as Item 22 defines.
 - (e) The Sewer Severability Fee per lot for this project is \$ 125.00. This fee is representative of 0 lots, as Item 22 defines.
5. At the time of the execution of this Agreement, the Developer will give a surety bond or letter of credit for one hundred percent (100%) of the construction costs as estimated by the Utility in accordance with the requirements of the Utility's policies. In the event the funds from the surety bond or letter of credit are not sufficient to complete the water line construction set forth in this Agreement, water service to the Subdivision will not be provided until the Developer pays the Utility sufficient funds to complete such construction.
6. The Utility shall have a continuous right to inspect the work on the facilities to assure the Utility that the same are being installed as approved. If work is found not to meet the Utility's standards, the Utility has the right to stop said work on all or any portion of the work until work is upgraded to the Utility's standards.
7. Upon project completion and upon the Utility giving written notice of acceptance, the Utility shall be and become the sole owner of the facilities free and clear of the claims of any person or entity without the necessity of any further writing, contract, or deed; however, the Utility may also require a deed of exchange thereof. The parties intend that this Agreement shall operate as a conveyance of the facilities when the same are installed and accepted.
8. The Developer agrees to produce and submit to the Utility as-built drawings for all the facilities it constructs.
9. The Developer hereby warrants all facilities installed pursuant to the provisions of this agreement against defects in workmanship and material for a period of one (1) year and provide a 15% maintenance bond/letter of credit of the cost of the engineers estimated cost of facilities from the date of acceptance thereof in writing by the Utility. Further, the Developer shall immediately repair, at its own cost and expense, all breaks, leaks, or

defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date the facilities are accepted in writing by the Utility. Upon the failure of the Developer after reasonable notice to take immediate steps to make such repairs, the Utility is hereby authorized by the Developer to make such repairs at the reasonable cost and expense of the Developer, or to have such repairs made by a third party at the reasonable cost and expense of the Developer hereunder. The Developer hereby warrants that the facilities shall be paid for in full and that no liens or encumbrances shall remain in regard to the facilities.

10. In the event the Developer fails to install the facilities in accordance with the terms of this Agreement, the Utility may, in its sole discretion, elect to accept all or a portion of the facilities installed. Should the Utility choose to accept all or a portion of these facilities, the Utility shall become the sole owner of the accepted facilities upon giving the Developer written notice of its acceptance without the necessity of any further writing, contract, or deed. The Utility's election to accept such facilities under this paragraph shall not be construed as an assumption of any obligation related to these facilities of the Developer or of any third party. The Developer hereby acknowledges and agrees that the Utility may obtain from a Court an order for specific performance if the Developer fails to perform. The Developer further acknowledges and agrees that the Utility shall be entitled to monetary damages if the Developer fails to perform.
11. In the event the Developer fails to install the facilities in accordance with the terms of this Agreement, the amount paid to the Utility under paragraph 4(b) are not refundable to the Developer.
12. The Developer shall require any contractor or contractors who perform work to install the facilities to furnish the Developer bonds covering faithful performance of work and the payment of obligations arising from work on the facilities, with the value of each bond being 100% of the estimated construction cost.
13. The Developer shall provide a copy of this Agreement to any lender or contractor who performs work on the installation of these facilities before entering into any contract with such lender or contractor and shall furnish from each such lender or contractor a written acknowledgment of receipt of said copy.
14. The Developer covenants and agrees to hold the Utility harmless from the claim of any person, firm, corporation, or entity, to defend any action at law or equity brought, and to protect the Utility against any judgments rendered growing out of the installation herein provided for whether the same be on private or public property.
15. In the event the Developer breaches this Agreement, the Developer shall bear the cost of the Utility's reasonable expenses, including attorney's fees and other expenses incurred in any efforts to enforce this Agreement whether by negotiation, litigation, or otherwise.

16. The Developer understands and agrees that no third party shall obtain any benefits or rights under this Agreement with respect to water or sewer tapping privileges, and no connection shall be made to any residence or other customer site until all necessary arrangements have been made in accordance with the Utility's Rules and Regulations.
17. The Utility only agrees with the Developer, not any other party, to provide water service to the Subdivision under the terms of this contract. This contract is not assignable to or for the benefit of any other entity without the consent of the Utility.
18. The Developer will convey to the Utility any easements on the Developer's property required by the Utility for the construction, operation, and maintenance of the Utility's water and/or sewer system for the Subdivision and for any future water and/or sewer system improvements for the Utility's service area. If the Utility must institute eminent domain proceedings to acquire any easements from third parties in which water and/or sewer system improvements are to be installed to serve the Subdivision, the Developer will reimburse the Utility on demand for all costs the Utility incurs, including, but not limited to, deposits in court, damage awards, attorney fees, court costs, and appraisal, surveying, and engineering expenses.
19. A copy of such Rules and Regulations is attached to this Agreement and made a part of this Agreement, and in the event of any discrepancies between the terms of this Agreement and the Rules and Regulations, the latter shall control.
20. The parties recognize that there may be failures of pressure or supply due to line breaks, power failure, flood, failure of the Utility's suppliers to furnish it with adequate water at a reasonable pressure, or other causes. While the Utility will endeavor to satisfactorily serve the development in the same manner as it serves other areas and customers, it cannot and does not warrant or guarantee that there will be at all times adequate water or adequate pressure. The parties agree that the Utility shall not be responsible or liable for any failures to supply water or to supply water at a reasonable pressure.
21. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.
22. This Agreement shall constitute the entire agreement of the parties. This Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.
23. Any and all notices permitted or required under this Agreement shall be deemed given if hand-delivered, or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following address:
Hartsville Trousdale Water & Sewer Utility District
328 Broadway
P.O. Box 66
Hartsville, Tennessee 37074

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

The Water Tap Fees for this project is \$ 0.00.
 This fee is representative of 0 lots. (As stated on line 24)

The Sewer Tap Fees for this project is \$ 0.00.
 This fee is representative of 0 lots. (As stated on line 24)

Line 4a-c Fees for this project is \$_____

Line 22 Water Serviceability Fees for this project are \$ 0.00
 Sewer Serviceability Fees for this project are \$ 0.00

The Total Fees for this project is \$_____. The fee is representative of 0 lots.

Line 5 Surety Bond/Letter of Credit for this project is \$_____ .

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

Utility: HARTSVILLE/TROUSDALE WATER & SEWER UTILITY DEPARTMENT

By: _____

Developer: _____

By: _____