



Hartsville/Trousdale
Water/Sewer Utility Board

Heather Bay
Chairman

Mark White
Co-Chairman

Todd Webber
Secretary

Stephen Chambers
Member

Dwight Jewell
Member

Kendra Stafford
Member

DATE AND TIME:

Tuesday, March 22, 2022, at 5:00 pm

PLACE OF MEETING:

Trousdale County Courthouse
200 East Main Street
Hartsville, TN. 37074

AGENDA

ORDER OF BUSINESS

1. Open Meeting.
2. Invocation.
3. Pledge of Allegiance.
4. Roll call and determination of quorum.
5. Approval of February 2022, Meeting Minutes.
6. Approval of February 2022 Financial reports.
7. Water Loss Report.
8. Engineering Report Evan White Mid-Tenn. Engineering.
9. General Manager Report:
 - Discussion on modifications to the Developer Agreement.
 - 2022-23 Budget discussions.
10. Public Comments.
11. Board Members Comments.
12. Adjournment.

Feb 24, 2022
Hartsville-Trousdale County
Water & Sewer Utility District
Meeting of Board of Commissioners

The meeting was called to order by Chairman Bay.

Dwight Jewell did the invocation.

Chairman Bay led the Pledge of Allegiance.

The following board members were present for the meeting, Heather Bay, Stephen Chambers, Dwight Jewell, Mark White, and Todd Webber. Others present were Evan White-Mid Tenn. Engineering, Chris Gregory, Bill Ferguson, Tommy McFarland, and Mary Dale Welch.

Approval of the January minutes were made on a motion made by Todd Webber and second by Stephen Chambers.

The January financials were approved on a motion made by Stephen Chambers and second by Mark White.

Water Loss Report:

Tommy stated that it is comparable to last years. The valve at the water plant has arrived and will be installed when Wascon can get it in their schedule. When the weather breaks, we will continue to look for line leaks.

Mid Tenn. Engineering, Evan White reported he had been waiting on GNRC for some data for the 20-year plan but has decided to proceed with what he has available. He predicts the study should take about 3 months. The 141 relocation of lines is in the process of completing plans. TDOT is agreeable for the water department to install lines across the bridge. SRF has assigned a funding loan number to be put on the documents, which are having to be updated due to the time it has taken them to approve them. The shop building is going up.

General Manager Report, Tommy McFarland,

Tommy requested the Board accept the ARP Bonus pay for employees, using the same criteria that the County Commission approves in the Feb 28th meeting. Todd Webber made a motion to that effect and Dwight Jewell second the motion. The motion was passed.

Tommy next requested approval for the purchase of 2178sq foot of land that will provide additional room for vehicles to exit the drive thru on the new building. The purchase price is \$2,000.00. Stephen Chambers made a motion to bring this in front of the county commission for approval when they meet on Feb 28. Dwight Jewell second the motion. The motion was passed.

Board Comments:

Stephen Chambers looking at how to use American Rescue Funds. He would like to use some of the funds to upgrade sewer lines to prevent rainwater from getting into the lines.

Meeting was adjourned.

**Hartsville Trousdale Water and Sewer
Budget To Actual: 2021-2022
for Accounting Period 2/28/2022**

Account Number	Account Description	Budget	12 Month Ave.	Budget Period	YTD Actual	Variance	
204-43190	OTHER GEN SERV- SEWER/CON	\$ 1,021,801.83	\$ 85,150.15	\$ 681,201.22	\$ 659,461.40	\$ 21,739.82	
204-43191	WATER SALES	\$ 2,305,495.91	\$ 192,124.66	\$ 1,536,997.27	\$ 1,581,046.45	\$ (44,049.18)	
204-43193	WATER TAP SALES	\$ 245,328.75	\$ 20,444.06	\$ 163,552.50	\$ 123,450.00	\$ 40,102.50	
204-43194	SERVICE CHARGES	\$ 158,664.83	\$ 13,222.07	\$ 105,776.55	\$ 150,552.47	\$ (44,775.92)	
204-44110	INVESTMENT INCOME	\$ 48,172.73	\$ 4,014.39	\$ 32,115.15	\$ 23,529.08	\$ 8,586.07	
204-44120	LEASE/RENTALS - CITY	\$ 7,200.00	\$ 600.00	\$ 4,800.00	\$ 4,200.00	\$ 600.00	
204-44530	SALE OF EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	
204-44560	DAMAGES RECOVERED FROM INDIVIDUALS	\$ -	\$ -	\$ -	\$ -	\$ -	
204-44570	CONTRIBUTIONS AND GIFTS	\$ -	\$ -	\$ -	\$ 58,567.50	\$ (58,567.50)	
204-44990	OTHER REVENUE(REC OF BAD DEBT)	\$ -	\$ -	\$ -	\$ 443.03	\$ (443.03)	
204-49700	INSURANCE RECOVERY	\$ -	\$ -	\$ -	\$ -	\$ -	
204-47590	OTHER FED THRU STATE(GRANT - SEWER	\$ -	\$ -	\$ -	\$ -	\$ -	
Revenue Total	With Grants	\$ 3,786,664.05	\$ 315,555.34	\$ 2,524,442.70	\$ 2,601,249.93	\$ (76,807.23)	13.29%
Revenue Total	Without Grants	\$ 3,786,664.05	\$ 315,555.34	\$ 2,524,442.70	\$ 2,601,249.93	\$ (76,807.23)	13.29%
Expense Total		\$ 3,488,071.11	\$ 290,672.59	\$ 2,325,380.74	\$ 2,296,031.99	\$ 29,348.75	
Total Public Utilities		\$ 298,592.94	\$ 24,882.75	\$ 199,061.96	\$ 305,217.94	\$ (106,155.98)	

Year: 2022
 Period: February
 Period Begin: 2/1/2022
 Period End: 2/28/2022
 Budget Amounts: Original

Hartsville Trousdale Water and Sewer

Income Statement

Account	February Actual Balance	2022 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
204-43190-0000-001 OTHER GENERAL SERVICES CONNECTION FEE	\$ (750.00)	\$ (8,975.00)	\$ (13,554.92)	\$ (4,579.92)
204-43190-0000-002 OTHER GENERAL SERVICES SEWER SALES	\$ (77,826.52)	\$ (638,561.40)	\$ (987,914.54)	\$ (349,353.14)
204-43190-0000-003 OTHER GENERAL SERVICES CONNECTION FEES	\$ (1,575.00)	\$ (11,925.00)	\$ (20,332.37)	\$ (8,407.37)
Sewer/ connections	\$ (80,151.52)	\$ (659,461.40)	\$ (1,021,801.83)	\$ (362,340.43)
204-43191-0000-001 WATER SALES CITY	(\$78,532.78)	(653,376.97)	(\$922,198.96)	(\$268,821.99)
204-43191-0000-003 WATER SALES RURAL	(\$111,249.21)	(927,669.48)	(\$1,383,296.95)	(\$455,627.47)
Water Sales	\$ (189,781.99)	\$ (1,581,046.45)	\$ (2,305,495.91)	\$ (724,449.46)
204-43193-0000-001 TAP SALES CITY	(\$4,500.00)	(20,251.00)	(\$81,776.25)	(\$61,525.25)
204-43193-0000-002 TAP SALES SEWER	(\$6,000.00)	(21,999.00)	(\$81,776.25)	(\$59,777.25)
204-43193-0000-003 TAP SALES RURAL	(\$9,350.00)	(81,200.00)	(\$81,776.25)	(\$576.25)
Tap Sales	\$ (19,850.00)	\$ (123,450.00)	\$ (245,328.75)	\$ (121,878.75)
204-43194-0000-001 SERVICE CHARGES CITY	(\$3,765.44)	(56,426.70)	(\$23,994.73)	\$32,431.97
204-43194-0000-002 SERVICE CHARGES SEWER	(\$3,121.52)	(73,751.38)	(\$98,678.00)	(\$24,926.62)
204-43194-0000-003 SERVICE CHARGES RURAL	(\$736.75)	(20,374.39)	(\$35,992.10)	(\$15,617.71)
Service Charges	\$ (7,623.71)	\$ (150,552.47)	\$ (158,664.83)	\$ (8,112.36)
204-44110-0000-001 INVESTMENT INCOME CITY	(\$3,858.59)	(23,529.08)	(\$48,172.73)	(\$24,643.65)
Investment Income	\$ (3,858.59)	\$ (23,529.08)	\$ (48,172.73)	\$ (24,643.65)
204-44120-0000-001 LEASE/RENTALS CITY	\$0.00	(4,200.00)	(\$7,200.00)	(\$3,000.00)
Lease Rentals	\$ -	\$ (4,200.00)	\$ (7,200.00)	\$ (3,000.00)
204-44530-0000-001 SALE OF EQUIPMENT	\$0.00	0.00	\$0.00	\$0.00
Sale of Equipment	\$ -	\$ -	\$ -	\$ -
204-44560-0000-003 DAMAGES RECOVERED FROM INDIVIDUALS	\$0.00	0.00	\$0.00	\$0.00
204-44570-0000-001 CONTRIBUTIONS AND GIFTS	\$0.00	(58,567.50)	\$0.00	\$58,567.50
204-44570-0000-003 CONTRIBUTIONS AND GIFTS	\$0.00	0.00	\$0.00	\$0.00
204-44990-0000-001 OTHER REVENUE(BAD DEBT RECOVERY)	\$0.00	(443.03)	\$0.00	\$443.03
204-47590-0000-001 OTHER FEDERAL THRU STATE	\$0.00	0.00	\$0.00	\$0.00
Grants/Contributions	\$0.00	-\$59010.53	\$0.00	\$59010.53
Total Revenue	\$ (301,265.81)	\$ (2,601,249.93)	\$ (3,786,664.05)	\$ (1,185,414.12)
EXPENSES				
204-55900-0105-001 EMPLOYEE WAGES- SUPERVISOR	\$1,085.82	14,961.95	\$25,338.99	\$10,377.04
204-55900-0105-002 EMPLOYEE WAGES SUPERVISOR SEWER	\$1,754.60	15,630.73	\$25,338.99	\$9,708.26
204-55900-0105-003 EMPLOYEE WAGES SUPERVISOR RURAL	\$1,001.88	19,407.64	\$25,338.95	\$5,931.31
Supervisor	\$ 3,842.30	\$ 50,000.32	\$ 76,016.93	\$ 26,016.61
204-55900-0162-001 EMPLOYEE WAGES CLERICAL CITY	\$2,727.26	31,093.57	\$51,633.97	\$20,540.40
204-55900-0162-002 EMPLOYEE WAGES CLERICAL SEWER	\$3,151.28	32,370.76	\$17,602.49	(\$14,768.27)
204-55900-0162-003 EMPLOYEE WAGES CLERICAL RURAL	\$3,118.52	38,820.40	\$77,450.96	\$38,630.56
Clerical	\$ 8,997.06	\$ 102,284.73	\$ 146,687.42	\$ 44,402.69
204-55900-0187-001 EMPLOYEE WAGES OVERTIME CITY	\$1,981.78	18,313.25	\$35,432.12	\$17,118.87
204-55900-0187-003 EMPLOYEE WAGES OVERTIME RURAL	\$2,675.78	28,271.25	\$53,148.19	\$24,876.94
204-55900-0187-002 EMPLOYEE WAGES OVERTIME SEWER	\$235.97	3,771.90	\$6,667.33	\$2,895.43
Employee Wages	\$ 4,893.53	\$ 50,356.40	\$ 95,247.64	\$ 44,891.24
204-55900-0188-003 EMPLOYEE WAGES BONUS RURAL	\$0.00	7,320.00	\$6,672.90	(\$647.10)
204-55900-0188-001 EMPLOYEE WAGES BONUS CITY	\$0.00	4,880.00	\$4,448.60	(\$431.40)
204-55900-0188-002 EMPLOYEE WAGES BONUS SEWER	\$0.00	1,350.00	\$3,328.50	\$1,978.50
Employee Bonus	\$ -	\$ 13,550.00	\$ 14,450.00	\$ 900.00
204-55900-0189-001 EMPLOYEE WAGES OTHER SALARY CITY	\$11,637.05	114,143.15	\$172,099.10	\$57,955.95
204-55900-0189-002 EMPLOYEE WAGES OTHER SALARY SEWER	\$6,406.50	88,560.83	\$159,132.73	\$70,571.90
204-55900-0189-003 EMPLOYEE WAGES OTHER SALARY RURAL	\$14,300.50	141,947.91	\$258,148.65	\$116,200.74
Employee Wages	\$ 32,344.05	\$ 344,651.89	\$ 589,380.48	\$ 244,728.59
204-55900-0191-001 BOARD MEMBERS SALARY	\$200.00	1,700.00	\$3,600.00	\$1,900.00
Board Members	\$ 200.00	\$ 1,700.00	\$ 3,600.00	\$ 1,900.00
204-55900-0196-001 IN SERVICE TRAINING CITY	\$415.00	1,499.33	\$4,019.40	\$2,520.07
204-55900-0196-002 IN-SERVICE TRAINING	\$415.00	1,373.33	\$1,116.50	(\$256.83)
204-55900-0196-003 IN SERVICE TRAINING RURAL	\$0.00	989.34	\$6,029.10	\$5,039.76
In service Training	\$ 830.00	\$ 3,862.00	\$ 11,165.00	\$ 7,303.00
204-55900-0201-001 EMPLOYEE BENEFIT SOCIAL SECURITY CITY	\$1,497.91	16,355.49	\$19,562.08	\$3,206.59
204-55900-0201-002 EMPLOYEE BENEFIT SOCIAL SECURITY SEWER	\$462.58	7,797.47	\$14,608.05	\$6,810.58
204-55900-0201-003 EMPLOYEE BENEFIT SOCIAL SECURITY RURAL	\$1,568.04	17,590.34	\$29,343.14	\$11,752.80
Social security	\$ 3,528.53	\$ 41,743.30	\$ 63,513.27	\$ 21,769.97

Account		February Actual Balance	2022 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
204-55900-0204-001	EMPLOYEE BENEFIT STATE RETIREMENT CITY	\$610.69	8,432.99	\$18,373.48	\$9,940.49
204-55900-0204-002	EMPLOYEE BENEFIT STATE RETIREMENT SEWER	\$209.93	4,465.12	\$6,124.50	\$1,659.38
204-55900-0204-003	EMPLOYEE BENEFIT STATE RETIREMENT RURAL	\$955.67	12,672.18	\$20,868.64	\$8,196.46
Retirement		\$ 1,776.29	\$ 25,570.29	\$ 45,366.62	\$ 19,796.33
204-55900-0207-001	EMPLOYEE BENEFIT MEDICAL CITY	\$3,089.36	20,660.34	\$28,108.08	\$7,447.74
204-55900-0207-002	EMPLOYEE BENEFIT MEDICAL SEWER	\$1,634.72	12,040.08	\$20,989.80	\$8,949.72
204-55900-0207-003	EMPLOYEE BENEFIT MEDICAL RURAL	\$4,633.96	30,989.96	\$42,162.12	\$11,172.16
Medical Insurance		\$ 9,358.04	\$ 63,690.38	\$ 91,260.00	\$ 27,569.62
204-55900-0301-001	ACCOUNTING SERVICES	\$0.00	0.00	\$4,171.75	\$4,171.75
Accounting		\$ -	\$ -	\$ 4,171.75	\$ 4,171.75
204-55900-0307-001	COMMUNICATION CITY	\$1,053.94	5,057.65	\$10,200.00	\$5,142.35
204-55900-0307-002	COMMUNICATION SEWER	\$205.90	1,532.15	\$4,500.00	\$2,967.85
204-55900-0307-003	COMMUNICATION RURAL	\$1,380.88	12,017.66	\$15,300.00	\$3,282.34
Communication		\$ 2,640.72	\$ 18,607.46	\$ 30,000.00	\$ 11,392.54
204-55900-0317-001	DATA PROCESSING CITY	\$1,649.42	13,661.13	\$22,333.34	\$8,672.21
204-55900-0317-002	DATA PROCESSING SEWER	\$1,649.42	13,793.13	\$22,333.33	\$8,540.20
204-55900-0317-003	DATA PROCESSING RURAL	\$1,649.44	14,822.93	\$22,333.33	\$7,510.40
Data Processing		\$ 4,948.28	\$ 42,277.19	\$ 67,000.00	\$ 24,722.81
204-55900-0320-001	DUES AND MEMBERSHIPS CITY	\$0.00	1,576.64	\$1,749.32	\$172.68
204-55900-0320-002	DUES AND MEMBERSHIPS SEWER	\$0.00	929.66	\$583.11	(\$346.55)
204-55900-0320-003	DUES AND MEMBERSHIPS RURAL	\$0.00	2,071.53	\$2,332.43	\$260.90
Dues and Memberships		\$ -	\$ 4,577.83	\$ 4,664.86	\$ 87.03
204-55900-0321-001	ENGINEERING SERVICES	\$0.00	0.00	\$3,416.66	\$3,416.66
204-55900-0321-002	ENGINEERING SERVICES	\$0.00	0.00	\$3,416.66	\$3,416.66
204-55900-0321-003	ENGINEERING SERVICES	\$0.00	6,000.00	\$3,416.68	(\$2,583.32)
Engineering Services		\$ -	\$ 6,000.00	\$ 10,250.00	\$ 4,250.00
204-55900-0332-001	LEGAL NOTICES, RECORDINGS CITY	\$0.00	629.33	\$333.33	(\$296.00)
204-55900-0332-002	LEGAL NOTICES, RECORDINGS SEWER	\$0.00	629.33	\$333.33	(\$296.00)
204-55900-0332-003	LEGAL NOTICES, RECORDINGS RURAL	\$0.00	629.34	\$333.34	(\$296.00)
Legal Notices		\$ -	\$ 1,888.00	\$ 1,000.00	\$ (888.00)
204-55900-0335-001	MAINTENANCE REPAIRS BUILDING CITY	\$0.00	0.00	\$1,000.00	\$1,000.00
204-55900-0335-002	MAINTENANCE REPAIR BLD SEWER	\$0.00	0.00	\$1,000.00	\$1,000.00
204-55900-0335-003	MAINTENANCE REPAIR BUILDING RURL	\$0.00	0.00	\$1,000.00	\$1,000.00
Maintenance Buildings		\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
204-55900-0336-001	MAINTENANCE REPAIR EQUIPMENT CITY	\$1,484.98	7,077.13	\$18,393.33	\$11,316.20
204-55900-0336-002	MAINTENANCE REPAIR EQUIPMENT SEWER	\$0.00	41,223.25	\$18,393.34	(\$22,829.91)
204-55900-0336-003	MAINTENANCE REPAIR EQUIPMENT RURAL	\$1,293.48	10,296.16	\$18,393.33	\$8,097.17
Maintenance equipment		\$ 2,778.46	\$ 58,596.54	\$ 55,180.00	\$ (3,416.54)
204-55900-0337-001	MAINTENANCE/ REPAIR OFFICE EQUIPMENT	\$0.00	316.15	\$929.66	\$613.51
204-55900-0337-002	MAINTENACNE/REPAIRS OFFICE EQUIPMENT	\$0.00	0.00	\$929.66	\$929.66
204-55900-0337-003	MAINTENACNE/REPAIRS OFFICE EQUIPMENT	\$0.00	474.23	\$929.68	\$455.45
Maintenance Office Equipment		\$ -	\$ 790.38	\$ 2,789.00	\$ 1,998.62
204-55900-0338-001	MAINTENANCE REPAIR VEHICLES CITY	\$134.90	4,049.39	\$5,000.00	\$950.61
204-55900-0338-002	MAINTENANCE REPAIR VEHICLES SEWER	\$0.00	1,429.07	\$5,000.00	\$3,570.93
204-55900-0338-003	MAINTENANCE REPAIR VEHICLES RURAL	\$1,120.94	8,987.07	\$5,000.00	(\$3,987.07)
Maintenance Vehicles		\$ 1,255.84	\$ 14,465.53	\$ 15,000.00	\$ 534.47
204-55900-0348-001	POSTAL CHARGES CITY	\$0.00	189.70	\$3,970.00	\$3,780.30
204-55900-0348-002	POSTAL CHARGES SEWER	\$0.00	100.00	\$3,970.00	\$3,870.00
204-55900-0348-003	POSTAL CHARGES RURAL	\$0.00	388.18	\$3,970.00	\$3,581.82
Postal Charges		\$ -	\$ 677.88	\$ 11,910.00	\$ 11,232.12
204-55900-0355-001	TRAVEL	\$0.00	0.00	\$1,000.00	\$1,000.00
204-55900-0355-002	TRAVEL	\$0.00	447.00	\$500.00	\$53.00
204-55900-0355-003	TRAVEL	\$0.00	0.00	\$1,000.00	\$1,000.00
Travel		\$ -	\$ 447.00	\$ 2,500.00	\$ 2,053.00
204-55900-0359-002	DISPOSAL FEES	\$878.38	5,809.74	\$7,343.00	\$1,533.26
Disposal Fees		\$ 878.38	\$ 5,809.74	\$ 7,343.00	\$ 1,533.26
204-55900-0361-001	PERMITS CITY	\$0.00	240.00	\$4,800.00	\$4,560.00
204-55900-0361-002	PERMITS SEWER	\$0.00	100.00	\$3,000.00	\$2,900.00
204-55900-0361-003	PERMITS RURAL	\$0.00	310.00	\$7,200.00	\$6,890.00
Permits		\$ -	\$ 650.00	\$ 15,000.00	\$ 14,350.00
204-55900-0399-001	OTHER CONTRACTED SERVICES CITY	\$2,500.00	4,428.16	\$4,800.00	\$371.84
204-55900-0399-002	OTHER CONTRACTED SERVICES SEWER	\$2,500.00	8,739.18	\$3,000.00	(\$5,739.18)
204-55900-0399-003	OTHER CONTRACTED SERVICES RURAL	\$2,500.00	5,110.16	\$7,200.00	\$2,089.84
Other Contracted services		\$ 7,500.00	\$ 18,277.50	\$ 15,000.00	\$ (3,277.50)
204-55900-0415-001	ELECTRICITY CITY	\$4,473.46	32,192.97	\$70,315.04	\$38,122.07
204-55900-0415-002	ELECTRICITY SEWER	\$12,559.02	91,339.86	\$133,494.16	\$42,154.30
204-55900-0415-003	ELECTRICITY RURAL	\$8,324.00	66,552.12	\$86,190.80	\$19,638.68
Electricity		\$ 25,356.48	\$ 190,084.95	\$ 290,000.00	\$ 99,915.05

Account	February Actual Balance	2022 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
204-55900-0425-001 GASOLINE CITY	\$1,697.90	10,595.35	\$12,490.92	\$1,895.57
204-55900-0425-002 GASOLINE SEWER	\$505.37	2,703.57	\$3,469.70	\$766.13
204-55900-0425-003 GASOLINE RURAL	\$2,546.85	15,912.66	\$18,736.38	\$2,823.72
Gasoline	\$ 4,750.12	\$ 29,211.58	\$ 34,697.00	\$ 5,485.42
204-55900-0434-001 NATURAL GAS CITY	\$610.71	1,751.78	\$1,891.38	\$139.60
204-55900-0434-002 NATURAL GAS SEWER	\$730.18	1,148.36	\$1,396.49	\$248.13
204-55900-0434-003 NATURAL GAS RURAL	\$916.08	2,727.69	\$2,837.09	\$109.40
Natural Gas	\$ 2,256.97	\$ 5,627.83	\$ 6,124.96	\$ 497.13
204-55900-0435-001 OFFICE SUPPLIES CITY	\$211.95	1,302.69	\$2,089.22	\$786.53
204-55900-0435-002 OFFIC SUPPLIES SEWER	\$33.00	1,055.78	\$1,069.78	\$14.00
204-55900-0435-003 OFFICE SUPPLIES RURAL	\$387.30	2,068.25	\$3,133.84	\$1,065.59
Office Supplies	\$ 632.25	\$ 4,426.72	\$ 6,292.84	\$ 1,866.12
204-55900-0450-001 TIRES AND TUBES CITY	\$373.98	2,283.11	\$1,753.20	(\$529.91)
204-55900-0450-002 TIRES AND TUBES SEWER	\$0.00	0.00	\$2,000.00	\$2,000.00
204-55900-0450-003 TIRES AND TUBES RURAL	\$560.97	3,479.32	\$2,629.80	(\$849.52)
Tires and Tubes	\$ 934.95	\$ 5,762.43	\$ 6,383.00	\$ 620.57
204-55900-0463-001 TESTING (WATER SAMPLES, ETC) CITY	\$448.40	2,953.67	\$13,828.62	\$10,874.95
204-55900-0463-002 TESTING (WATER SAMPLES, ETC) SEWER	\$480.42	3,974.92	\$4,609.55	\$634.63
204-55900-0463-003 TESTING (WATER SAMPLES, ETC) RURAL	\$872.70	4,369.37	\$16,350.83	\$11,981.46
Testing	\$ 1,801.52	\$ 11,297.96	\$ 34,789.00	\$ 23,491.04
204-55900-0468-001 CHEMICALS CITY	\$5,465.00	30,748.89	\$46,200.00	\$15,451.11
204-55900-0468-002 CHEMICALS SEWER	\$1,780.83	16,587.24	\$59,500.00	\$42,912.76
204-55900-0468-003 CHEMICALS RURAL	\$8,197.52	46,116.04	\$69,300.00	\$23,183.96
Chemicals	\$ 15,443.35	\$ 93,452.17	\$ 175,000.00	\$ 81,547.83
204-55900-0499-001 OTHER SUPPLIES AND MATERIALS CITY	\$5,193.32	132,462.50	\$117,403.81	(\$15,058.69)
204-55900-0499-002 OTHER SUPPLIES AND MATERIALS SEWER	\$157.24	5,785.51	\$55,906.57	\$50,121.06
204-55900-0499-003 OTHER SUPPLIES AND MATERIALS RURAL	\$25,202.66	164,590.78	\$176,105.72	\$11,514.94
Other Supplies	\$30,553.22	\$ 302,838.79	\$ 349,416.10	\$ 46,577.31
204-55900-0506-001 LIABILITY INSURANCE CITY	\$2,361.33	19,186.97	\$28,333.33	\$9,146.36
204-55900-0506-002 LIABILITY INSURANCE SEWER	\$2,361.33	19,186.97	\$28,333.33	\$9,146.36
204-55900-0506-003 LIABILITY INSURANCE RURAL	\$2,361.34	19,187.06	\$28,333.34	\$9,146.28
Liability Ins	\$ 7,084.00	\$ 57,561.00	\$ 85,000.00	\$ 27,439.00
204-55900-0514-001 DEPRECIATION CITY	\$22,205.00	177,640.00	\$228,007.64	\$50,367.64
204-55900-0514-002 DEPRECIATION SEWER	\$22,205.00	177,640.00	\$334,773.12	\$157,133.12
204-55900-0514-003 DEPRECIATION RURAL	\$22,205.00	177,640.00	\$342,011.48	\$164,371.48
Depreciation	\$ 66,615.00	\$ 532,920.00	\$ 904,792.24	\$ 371,872.24
204-55900-0599-001 OTHER CHARGES CITY	\$590.25	33,860.59	\$25,000.00	(\$8,860.59)
204-55900-0599-002 OTHER CHARGES SEWER	\$522.42	66,344.60	\$25,000.00	(\$41,344.60)
204-55900-0599-003 OTHER CHARGES RURAL	\$616.64	24,832.29	\$25,000.00	\$167.71
Other Charges	\$ 1,729.31	\$ 125,037.48	\$ 75,000.00	\$ (50,037.48)
204-55900-0603-001 INTEREST ON LOAN	\$0.00	0.00	\$10,493.98	\$10,493.98
204-55900-0603-002 INTEREST ON LOAN SEWER	\$8,369.60	67,336.72	\$104,845.06	\$37,508.34
204-55900-0603-003 INTEREST ON LOAN	\$0.00	0.00	\$15,740.96	\$15,740.96
Int on Loans	\$ 8,369.60	\$ 67,336.72	\$ 131,080.00	\$ 63,743.28
204-55900-0719-001 OFFICE EQUIPMENT	\$0.00	0.00	\$2,800.00	\$2,800.00
204-55900-0719-002 OFFICE EQUIPMENT	\$0.00	0.00	\$1,000.00	\$1,000.00
204-55900-0719-003 OFFICE EQUIPMENT	\$0.00	0.00	\$4,200.00	\$4,200.00
Office Equipment	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
204-58831-0188-001 AMERICAN RESCUE PLAN EXPENDITURES LABOR	\$0.00	0.00	\$0.00	\$0.00
204-58831-0201-001 AMERICAN RESCUE PLAN EXPENDITURES SS,TAX	\$0.00	0.00	\$0.00	\$0.00
204-58831-0212-001 AMERICAN RESCUE PLAN EXPENDITURES MEDIC	\$0.00	0.00	\$0.00	\$0.00
AMERICAN RESCUE PLAN	\$0.00	\$ -	\$ -	\$ -
Total Expenses	\$ 251,298.25	\$ 2,296,031.99	\$ 3,488,071.11	\$ 1,192,039.12
Net Profit/Loss	\$ (49,967.56)	\$ (305,217.94)	\$ (298,592.94)	\$ 6,625.00

Hartsville Trousdale Water and Sewer Balance Sheet

Fiscal Year: 2022
Comparative Year: 0
IncludeThru: February

Account	2022 Beginning Balance	Previous Period Balance	2022 YTD 01/31/22
204-11120-0000-000 CASH ON HAND	\$ 400.00	\$ 400.00	\$ 400.00
204-11130-0000-000 CASH WBT550167	\$ 124,257.11	\$ 79,964.49	\$ 15,325.99
204-11130-0000-001 CB CD MATURITY 12/18/2021 2.1877%	\$ 1,033,298.27	\$ 1,044,663.05	\$ 1,044,663.05
204-11130-0000-003 CB CD MATURITY 08/06/2023 2.75%	\$ 563,656.29	\$ 571,425.82	\$ 575,350.65
204-11130-0000-004 PAYROLL ACCOUNT	\$ 10,005.06	\$ 10,003.44	\$ 10,458.44
204-11130-0000-005 MONEY MARKET ACCOUNT	\$ 2,688,011.93	\$ 2,639,254.38	\$ 2,739,343.42
Total Cash	\$ 4,419,628.66	\$ 4,345,711.18	\$ 4,385,541.55
204-11140-0000-000 ACCOUNTS RECEIVABLE	\$ 328,548.41	\$ 324,354.91	\$ 318,573.80
204-11170-0000-000 CASH EQUIVALENTS/VOUCHERS	\$ 212.44	\$ -	\$ -
204-11600-0000-000 PREPAID ITEMS	\$ 85,008.04	\$ 35,420.04	\$ 28,336.04
204-12250-0000-000 NET PENSION ASSET	\$ 2,356.00	\$ 32,639.00	\$ 32,639.00
Short Term Assets	\$ 416,124.89	\$ 392,413.95	\$ 379,548.84
204-13200-0000-000 LAND	\$ 408,043.39	\$ 408,043.39	\$ 408,043.39
204-13300-0000-000 BUILDINGS AND IMPROVEMENTS	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
204-13310-0000-000 ACCUMULATED DEPCIATION BUILDINGS	\$ (19,524.97)	\$ (19,524.97)	\$ (19,524.97)
204-13400-0000-000 INFRASTURE	\$ 29,477,033.17	\$ 29,579,867.20	\$ 29,579,867.20
204-13410-0000-000 ACCUMULATED DEPRECIATION INFRASTRUCTURE	\$ (11,407,624.90)	\$ (11,407,624.90)	\$ (11,407,624.90)
204-13700-0000-000 MACHINERY AND EQUIOMENT	\$ 1,717,657.17	\$ 1,326,361.78	\$ 1,344,274.78
204-13910-0000-000 ALLOWANCE FOR DEPRECIATION	\$ (973,956.66)	\$ (1,022,456.66)	\$ (1,089,071.06)
Long Term Assets	\$ 19,227,627.20	\$ 18,890,666.44	\$ 18,841,964.44
204-13800-0000-000 CONSTRUCTION IN PROGRESS	\$ -	\$ -	\$ -
204-13800-0000-002 CDBG 2019 FLEX NET SYSTEM	\$ 576,484.15	\$ 576,484.15	\$ 576,484.15
204-13800-0000-001 CIP HONEYSUCKLE AND 141 EXTENSION	\$ -	\$ -	\$ -
204-13800-0000-003 POLE BARN	\$ -	\$ -	\$ -
204-13800-0000-004 WATER TREATMENT PLANT PROJECT	\$ -	\$ -	\$ -
204-13800-0000-005 FIRE HYDRANT PROJECT	\$ 154,301.98	\$ 316,363.63	\$ 316,363.63
204-13800-0000-006 SHOP BUILDING	\$ 19,800.00	\$ 352,754.55	\$ 566,432.35
204-13800-0000-007 PAINTING PIPE GALLERY AT WTP	\$ -	\$ 8,200.00	\$ 8,200.00
204-13800-0000-009 BRIDLE PATH LOOP	\$ 32,822.50	\$ 79,247.50	\$ 79,247.50
204-13800-0000-008 TANK PROJECT	\$ -	\$ -	\$ 19,400.00
Construction in Progress	\$ 783,408.63	\$ 1,333,049.83	\$ 1,566,127.63
204-15400-0000-000 PENSION CHANGES IN EXPERIENCE	\$ 79,853.00	\$ (6,257.00)	\$ (6,257.00)
204-15401-0000-000 PENSION CHANGES IN ASSUMPTION	\$ 15,584.00	\$ 23,461.00	\$ 23,461.00
204-15402-0000-000 PENSION CHANGES IN INVESTMENT EARNINGS	\$ -	\$ 33,135.00	\$ 33,135.00
204-15404-0000-000 PENSION CHANGES AFTER MEASUREMENT DATE	\$ 36,008.00	\$ 76,976.00	\$ 76,976.00
Changes in Pension	\$ 131,445.00	\$ 127,315.00	\$ 127,315.00
Total Assets	\$ 24,978,234.38	\$ 25,089,156.40	\$ 25,300,497.46
204-21100-0000-000 ACCOUNTS PAYABLE	\$ (253,957.22)	\$ (110,775.19)	\$ (301,285.82)
204-21200-0000-000 ACCRUED WAGES	\$ (12,564.74)	\$ (39,568.69)	\$ (18,216.26)
204-21310-0000-000 INCOME TAX WITHHELD	\$ -	\$ -	\$ -
204-21320-0000-000 SOCIAL SECURITY TAX FICA	\$ -	\$ -	\$ -
204-21325-0000-000 EMPLOYEE MEDICARE DEDUCTION	\$ -	\$ -	\$ -
204-21330-0000-000 RETIREMENT CONTRIBUTIONS	\$ -	\$ (0.08)	\$ -
204-21342-0000-000 HEALTH INSURANCE	\$ 143.08	\$ 235.82	\$ 236.74
204-21343-0000-000 AMERICAN GENERAL	\$ (35.70)	\$ (177.60)	\$ (12.14)
204-21344-0000-000 DENTAL INSURANCE	\$ 12.85	\$ 162.23	\$ 196.00
204-21345-0000-000 AFLAC	\$ (189.50)	\$ (174.90)	\$ (160.06)
204-21346-0000-000 OTHER PR DED/LIFE OF ALABAMA	\$ (10.66)	\$ (10.66)	\$ -
204-21347-0000-000 AMERICAN FIEDLITY	\$ 48.54	\$ 273.22	\$ 200.69
204-21348-0000-000 VISION	\$ (4.66)	\$ 8.73	\$ 13.18
204-21395-0000-000 ACCRUED LEAVE CURRENT	\$ (28,382.23)	\$ (28,382.23)	\$ (28,382.23)
204-21500-0000-000 DUE TO SOLID WASTE	\$ (6,268.69)	\$ (9,095.14)	\$ (10,543.12)
204-21530-0000-000 DUE TO STATE SALES TAX	\$ (16,355.66)	\$ (15,462.72)	\$ (14,580.09)
204-21900-0000-001 LEAK PROTECTION	\$ 346.64	\$ 320.51	\$ 320.51
204-21900-0000-002 LINE PROTECTION	\$ (10.00)	\$ (40.00)	\$ (50.00)
204-21900-0000-003 LEAK PROTECTION SEWER	\$ -	\$ (3,338.46)	\$ (3,338.46)
204-21900-0000-004 LINE PROTECTION SEWER	\$ -	\$ -	\$ -
Short Term Liabilities	\$ (317,227.95)	\$ (206,025.16)	\$ (375,601.06)
204-21951-0000-000 CUSTOMER DEPOSIT	\$ (4,000.00)	\$ (4,000.00)	\$ (4,000.00)
204-27200-0000-002 REVENUE BONDS PAYABLE RD 48085-24	\$ (3,319,212.11)	\$ (3,280,214.87)	\$ (3,274,633.47)
204-27200-0000-003 REVENUE BONDS PAYABLE RD 48085-1000	\$ (1,748,345.81)	\$ (1,727,123.18)	\$ (1,724,502.18)
204-29980-0000-000 PENSION CHANGES IN EXPERIENCE	\$ (33,929.00)	\$ (68,112.00)	\$ (68,112.00)
204-29982-0000-000 CHANGES IN INVESTMENT EARNINGS	\$ (20,687.00)	\$ (19,392.00)	\$ (19,392.00)
Long Term Liabilities	\$ (5,126,173.92)	\$ (5,098,842.05)	\$ (5,090,639.65)
Total Liabilities	\$ (5,443,401.87)	\$ (5,304,867.21)	\$ (5,466,240.71)
Total Assets & Liabilities	\$ 19,534,832.51	\$ 19,784,289.19	\$ 19,834,256.75
204-39900-0000-000 FUND BALANCE	\$ (19,534,832.51)	\$ (19,529,038.81)	\$ (19,529,038.81)
Profit/Loss	\$ -	\$ 255,250.38	\$ 305,217.94

WATER LOSS WORKSHEET

	2021						2022						TOTAL
	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
WATER PUMPED	37.835	38.097	37.084	42.014	32.932	34.265	34.640	36.812					293.68
WATER SOLD	19.657	22.220	21.141	18.316	17.069	18.224	19.244	17.574					153.44
WHOLESALE	4.106	4.968	4.389	4.187	3.881	3.891	4.135	4.499					34.06
TOTAL WATER SOLD	23.763	27.187	25.530	22.503	20.950	22.115	23.379	22.073					187.50
METER IN HOUSE	0.341	0.427	0.438	0.484	0.493	0.596	0.636	0.000					3.42
FIRE DEPART	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000					0.00
FLUSHING	0.072	0.079	0.069	0.069	0.004	0.005	0.058	0.056					0.41
BILL ADJ	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000					0.00
TOTAL ACCOUNTED FOR WATER	24.177	27.693	26.037	23.057	21.447	22.715	24.073	22.129					191.33
TOTAL UNACCOUNTED FOR WATER	13.658	10.404	11.047	18.957	11.485	11.550	10.567	14.683					102.35
% UNACCOUNTED FOR WATER LOSS 2021-22	36.1%	27.3%	29.8%	45.1%	34.9%	33.7%	30.5%	39.9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% UNACCOUNTED FOR WATER LOSS 2020-21	32.9%	26.1%	40.7%	42.9%	38.4%	37.6%	30.3%	38.4%	40.2%	35.0%	37.2%	28.9%	35.7%

WATER PUMPED VS TOTAL WATER SOLD	37.2%	28.6%	31.2%	46.4%	36.4%	35.5%	32.5%	40.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	25.4%
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ELECTRICITY	\$ 12,499.29	\$ 11,647.52	\$ 12,326.17	\$ 11,385.07	\$12,819.26	\$11,005.14	\$12,894.98	\$12,630.40					\$ 97,207.83
CHEMICALS	\$ 2,181.60	\$ 8,839.28	\$ 10,565.52	\$ 8,777.64	\$10,889.07	\$16,501.00	\$9,229.48	\$8,137.24					\$ 75,120.83
LABOR		\$8,937.96	\$9,337.34	\$11,510.65	\$10,633.59	\$11,717.05	\$10,229.71	\$9,230.67					\$ 71,596.97

WATER SALES	\$ 201,159.82	\$ 220,185.71	\$ 210,284.30	\$ 194,423.56	\$ 183,426.67	\$ 190,860.49	\$ 197,764.97	189,907.26					\$ 1,588,012.78
SEWER SALES	\$ 82,444.89	\$ 87,727.18	\$ 85,737.42	\$ 77,769.64	\$ 77,969.89	\$ 82,120.88	\$ 82,785.35	77,826.52					\$ 654,381.77
TOTAL SALES	\$ 283,604.71	\$ 307,912.89	\$ 296,021.72	\$ 272,193.20	\$ 261,396.56	\$ 272,981.37	\$ 280,550.32	\$ 267,733.78	\$ -	\$ -	\$ -	\$ -	\$ 2,242,394.55

WATER SOLD	23.7634	27.1874	25.5297	22.5033	20.9500	22.1148	23.3792	22.0731					187.5009
WATER SOLD TOTAL	23.7634	27.1874	25.5297	22.5033	20.9500	22.1148	23.3792	22.0731	0.0000	0.0000	0.0000	0.0000	187.5009

WATER PUMPED	37.835	38.097	37.084	42.014	32.932	34.265	34.640	36.812	42.205	20.816	0	0	356.700
	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	37.835	38.097	37.084	42.014	32.932	34.265	34.640	36.812	42.205	20.816	0.000	0.000	356.700

List of modifications of the developer's agreement

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

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

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

(b) 15 % percent of the costs of installation of the utility construction covered by this contract, including engineering fees and administrative expenses connected to providing utility service to the development. The Utility's estimated total cost for installation of utilities covered in this contract is \$ _____.

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

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

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

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

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

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. **Delete.**

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 **(insert)** 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.

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** 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.

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

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. **Delete.**

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 person or 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.

Add this language at line item 17 and 18. Renumber line items accordingly.

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

Delete.Line 25

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

THIS AGREEMENT made on the ____TH day of _____, 2021, by and between, the Hartsville Trousdale Water & Sewer Utility District, hereinafter referred to a "Utility," and " _____ " hereinafter referred to as "Developer."

WITNESSETH:

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

WHEREAS, the Developer has made application for utility service.

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

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

_____.

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

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

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

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

(a) Hydraulic analysis and plans review fees (a non-reimbursable fee of \$ 1,250.00).

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

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

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

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

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

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

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

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

9. The Developer hereby warrants all facilities installed pursuant to the provisions of this agreement against defects in workmanship and material for a period of one (1) year from the date of acceptance thereof in writing by the Utility. Further, the Developer shall immediately repair, at its own cost and expense, all breaks, leaks, or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date the facilities are accepted in writing by the Utility. Upon the failure of the Developer after reasonable notice to take immediate steps to make such repairs, the Utility is hereby authorized by the Developer to

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

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

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

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

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

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

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

16. The Developer understands and agrees that no third party shall obtain any benefits or rights under this Agreement with respect to water or sewer tapping privileges, and no connection shall be made to any residence or other customer site until all necessary arrangements have been made in accordance with the Utility's Rules and Regulations.

17. A copy of such Rules and Regulations is attached to this Agreement and made a part of this Agreement, and in the event of any

discrepancies between the terms of this Agreement and the Rules and Regulations, the latter shall control.

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

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

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

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

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

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

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

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

relieve the Utility from any obligation to provide service to this development.

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

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

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

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

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

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

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

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

Utility: HARTSVILLE TROUSDALE WATER & SEWER UTILITY DISTRICT

By: _____

Developer: _____

By: _____