

**AGREEMENT for UTILITY BILLING SERVICES and SUPPORT  
BETWEEN CARTWRIGHT CREEK, LLC and the CITY OF FRANKLIN  
COF Contract No. 2014-TBD**

This AGREEMENT entered into by and between the City of Franklin, Tennessee (City), a municipal corporation of the state of Tennessee, and Cartwright Creek, LLC, (the District), a utility district operating under a March 1975 Tennessee Public Service Commission Certificate of Convenience and Necessity (“CCN”) granted to our predecessor Cartwright Creek Utility Company (“CCUC”). On November 8, 2004, in Docket 04-00307, the TRA approved the transfer of CCUC to Cartwright Creek, LLC, a limited liability company Sheaffer International LLC owns 90% of Cartwright Creek LLC with the previous owners retaining a 10% interest.

WITNESSETH:

WHEREAS, the City and the District share customers in specified geographic areas (hereinafter “Joint Customers”); and

WHEREAS, the City provides water to the specified areas; and

WHEREAS, the District provides sanitary sewer services (hereinafter “District Utility Services”) in the specified areas; and

WHEREAS, the City performs the initial customer signups upon receipt and acceptance of a customer application for service which results in a customer contractual agreement for service; and

WHEREAS, **the district has** a customer agreement ~~has an application~~ for service for District Utility Services; and

WHEREAS, the City issues bills and collects monies owed for the water provided, including taking action to disconnect water service to effect collection should the customer not pay the bill; and

WHEREAS, the District desires assistance from the City in collecting monies owed the District for services delivered under **its** ~~the~~ customer agreement; and

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference and other good and valuable consideration and in consideration of the mutual covenants set forth herein, City and District mutually agree as follows:

1. When a Joint Customer fails or refuses to fully pay its District Utility Service bill, or make satisfactory payment provisions, the City agrees to the enforcement of the collection of the District Utility Service bill for nonpayment by the disconnection of water service to Joint Customer until the Joint Customer has satisfactorily paid the District Utility Service bill and reconnection fees and late charges properly assessed against that customer by the City or the District.

2. Upon failure of the Joint Customer to provide satisfactory payment for District Utility Services, notice will be provided to the customer by District in accordance with billing provisions established by the City.
3. Should Joint Customer fail to make payment in full or make satisfactory arrangements, then District shall notify the City in writing by email or other acceptable method to disconnect water service for nonpayment.
4. The City shall not disconnect the City's water service to a Joint Customer unless District has given such customer at least seven (7) calendar days prior actual notice of the date City will cut off the customer's water service only during the City's normal business hours, 7:30 a.m. to 4:00 p.m., Monday through Friday.
5. Upon payment of the District Utility Service fee(s) to the District or upon making arrangement for payment satisfactory to District, notice in writing by email or other acceptable method will be provided by District to the City to reconnect service.
6. The City will promptly reconnect the customer's water service when notice is received from District. Reconnection fees will be assessed and collected by the City from the customer in accordance with practices followed by the City for reconnection after disconnection for nonpayment.
7. In the event a Joint Customer disputes the amount of the District Utility Service bill, District will not notify the City to disconnect water service for nonpayment of a disputed sanitary sewer bill until the customer has had the opportunity to discuss the disputed bill with the appropriate District official pursuant to the Franklin Municipal Code. District may notify the City to disconnect water service for nonpayment of a disputed bill after it determines the dispute cannot be resolved and the District Utility Service bill remains unpaid. District shall transmit to the City by email to Manager, Revenue Management and other employees designated by the City to receive such notification, and provide notification to disconnect. The City will provide District the actual date and time of the disconnection of the City's water service and reconnect of the City's water service under this Agreement.
8. Only to the extent allowed by Tennessee law, the District agrees to pay the costs incurred by the City, its officers, agents, and employees arising out of any and all claims, suits, demands, or damages therefrom or judgment imposed or any other damages arising out of or in consequence of City's termination of the water service for nonpayment of District Utility Service charges pursuant to this Agreement, including the court costs incurred by the District.
9. This Agreement may be terminated upon thirty (30) days written notice by either party.
10. This constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.
11. Any amendment to this Agreement shall be made in writing and be signed by both parties.

CITY OF FRANKLIN, TENNESSEE

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor

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

Attest:

By: \_\_\_\_\_  
Eric S. Stuckey, City Administrator

Approved as to form by:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney

CARTWRIGTH CREEK, LLC.

By: \_\_\_\_\_

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