

THE CITY OF MT. JULIET SEWER DEPARTMENT, WILSON COUNTY,
MT. JULIET, TENNESSEE
APPLICATION for SEWER SERVICES

THIS application for sewer services is made to the sewer department of the City of Mt. Juliet, chartered under the laws of the State of Tennessee (hereinafter referred to as "City") by

(Name) _____ owner or lessee (hereinafter referred to as Consumer)

(Address) _____ (hereinafter referred to as "Property"),

(Previous Address) _____

(Bill To Address, if different from above) _____

The City of Mt. Juliet intends to furnish sewer services to the consumer, for residential or business purposes subject to the terms, stipulations, and conditions hereinafter set forth, and the rules, regulations, and policies of the sewer department of the City of Mt. Juliet, as they appear and may be amended from time to time without notice. The Consumer expressly agrees that the City does not meter the flow into the City's sewer lines and computes the sewer service billing on the amount of water that is metered into the property as recorded by the supplier of water services to the Property.

The Consumer agrees that compliance with every condition and term of this application is essential for the City to provide or continue to provide sewer services to the Consumer and if the Consumer fails to comply, the water services, supplied by the West Wilson Utility District or other provider of water services, shall be terminated in the event of non-payment of the sewer services bill by the Consumer, and water service shall not be restored to the Consumer except by order of the City of Mt. Juliet upon payment of all fees and charges.

Failure of the city to take action upon any non-compliance issue shall not be construed to be a waiver of the City's rights.

Simultaneously with the execution of this application the consumer shall pay a non-refundable initial connection fee (not less than \$25.00). This fee is not a security deposit. The initial connection fee shall be paid by all consumers and customers; however, commercial, industrial and users such as apartments, etc. shall also be required to pay a connection fee for each unit as each unit shall be considered a Consumer.

The Consumer shall pay the City for sewer services according to the sewer rate schedule in force as adopted by the Board of Commissioners of the City of Mt. Juliet from time to time, with a monthly minimum charge for each residence, business or family served. In the event the Consumer has a meter for multi-unit residential development, the consumer shall receive a prorated bill for each unit, calculated by taking the total amount of water metered into the entire development by the West Wilson Utility District and dividing it by the number of units. Each unit shall be subjected to a minimum bill.

It is expressly understood and agreed however, that the rates herein charged may be subject to increase or decrease at any time by the Board of Commissioners of the City upon fifteen days' notice to the consumer by publication of the minutes of said meeting, a notice on the City's Public information television station, or a notice in the local newspaper.

Bills for sewer services will be provided to the Consumer on a monthly basis. The bill shall be deemed received by the consumer three (3) days after such bill is provided and shall be due by 5:00 on the due date stated on the bill. In the event that payment of a bill is not received in full by 5:00 p.m. on the due date, a late charge equal to (10%) of the bill will be imposed. In the event the bill falls past due 2 months, a reminder will be provided and a reminder fee (not less than \$6.00) will be added to the account balance for this reminder service. When payment is not received by the due date on the reminder, water services provided by West Wilson Utility District or other water service provider may be discontinued without further notice. Upon termination of the water services, the City sewer bill must be paid in full plus an additional **reconnection fee** (not less than \$50.00) before water service will be restored. The City may take 24-72 hours to restore service after payment is applied to the account.

Consumer may dispute the bill or explain rationale for non-payment of sewer charges prior to having the water service discontinued by contacting the City's customer representative during the City's normal business hours and requesting a conference/hearing upon notice (the postcard) of impending water service termination. No conferences will be scheduled less than 24 hours prior to the termination of service date shown on the past due notice.

Adjustments to sewer bills may be made in the case of excessive usage due to leaks in the water supply lines. The water leak must be underground, within walls, under the floor, or concealed, and may not consist of dripping faucets, etc. The City will consider an adjustment upon application by the Consumer. The Consumer must have the leak repaired and show proof of such repair or acknowledge that the leak has been repaired prior to the adjustment. The amount of any adjustment shall be determined according to the rules and regulations of the City which are available for inspection at any time during the City's business hours.

The City in providing said bills will use the address given in this Application. The City will not be responsible for the non-receipt of the bills by the Consumer, nor will the Consumer be relieved of payment of the gross amount plus any other charges, due to non-receipt of the bill.

In the event that a check made by the Consumer is returned by the bank unpaid, a service fee (not less than \$20.00) shall be charged to the Consumer. The City shall have the Consumer's water service terminated by West Wilson Utility District in the event the full bill plus the additional service fees are not paid within three (3) days after delivery of a door hanger notice of the returned check by the City to the Consumer. The notice will be left at the place of service and not subject to forwarding.

Sewer lines shall be used to service only the structure(s) described in the first paragraph of the Application and neither the Consumer nor any other party shall have the right to use or permit to be used, sewer services by any other structure or at any different location other than the Property. The Consumer will allow no cross connection or other connection to the City's sewer lines or the Consumer's lines which might result in any sewer flow from any premises other than from the Consumer's premises into the City's lines. The Consumer is to permit no storm water runoff to enter the City's sewer lines. The sewer tap owner or the Consumer is to lay at his own expense and to own and to maintain, all lateral or service lines or pipes on his property that are connected to the City sewer lines. The City shall not be required in any way to maintain said pipes or be charged with any duty of inspection. The City may at any time, when necessary for repairs or any other reason whatsoever, terminate water services or sewer services to the Consumers' Property without notice or assuming any liability for such action.

It is further understood and agreed that this application shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns, and there are no other implied or expressed covenants, representations or warranties on the part of the city.

It is expressly understood that if the City does not furnish sewer to the Consumer within 12 months from the date of this application, all money received from the Consumer as a tap fee shall be refunded, but the Consumer shall have no right to compel, by injunction or otherwise, the City to furnish sewer services, nor shall the City be liable in damages to the Consumer for failure to furnish sewer services to the Consumer.

CONSUMER SIGNATURE _____ Date _____

Driver's license/Issuing State _____ Phone(s) _____

Received \$ _____ Connection Fee _____ Cash / Check# _____ Credit Card (+ **1.10 fee**) _____ Authorization # _____ Clerks Initials _____