

A RESOLUTION APPROVING A CONTRACT WITH THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, PROVIDING FOR COLLECTION BY IT ON BEHALF OF THE CITY OF BELLE MEADE, OF CHARGES MADE BY BELLE MEADE UNDER ITS RESOLUTION NO. 83-03

BE IT ENACTED BY RESOLUTION OF THE COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

1. The contract (attached as Exhibit A) with the Metropolitan Government of Nashville and Davidson County, Tennessee, providing for collection by it on behalf of the City of Belle Meade, of charges made by Belle Meade under its Resolution 83-03, is hereby approved, and the Mayor is authorized to execute said contract on the City's behalf.

2. This Resolution shall take effect from and after its adoption, the welfare of the City of Belle Meade requiring it.

DATE OF ADOPTION:
12/14/83

Elizabeth C. Proctor
MAYOR and COMMISSIONER

Robert T. Coleman
VICE MAYOR and COMMISSIONER

J. D. Kennel
COMMISSIONER

Harold Musick
RECORDER

RESOLUTION NO. 83-05

EXHIBIT A

CONTRACT

This contract is entered into by and between the City of Belle Meade, a Tennessee municipal corporation, hereinafter referred to as CITY, and The Metropolitan Government of Nashville and Davidson County, Tennessee, hereinafter, METRO.

WHEREAS, certain parcels of property located within the sewerage area of the City are furnished potable water by METRO; and

WHEREAS, the water service provided by METRO includes the installation of water meters to determine the volume of water furnished to individual customers and upon which accurate monthly billing is made; and

WHEREAS, sewerage service fees are based upon water consumption and can be computed and billed on the customers' monthly bill; and

WHEREAS, the parties are in agreement that METRO will print upon water bills the amount due for sewerage service provided by CITY for the fee described herein.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to both parties to the contract, it is agreed:

1. CITY, jointly with METRO, will designate and cause to be marked the individual account records in order to indicate the meter water service accounts which thereafter shall be billed for sewer service charges.
2. CITY will furnish METRO with the rate or rates to be charged for sewer services, and shall advise METRO thirty (30) days prior to any revision of such rates.

3. METRO agrees to administer such accounts and, during METRO's regular and periodic billing procedure, to cause to be billed and collected from each water consumer under such account as an added and designated item on the water service bill the sewer service charge for the indicated quantity of water used at the established schedule of sewer service rates of such consumer.
4. METRO agrees to observe the same diligence, policy and procedure in the billing, administration, and collection of sewer accounts as is used by METRO in administering, billing and collecting its water service accounts, except that METRO shall not be obligated to institute or maintain suits at law for collection of sewer accounts.
5. CITY agrees that such adjustments to billing for over or under registration of water meters, for underground leaks, for establishments of water use by consumers when water meters have been inoperative, for an obviously incorrect meter reading recorded, or other recognized and proper adjustments as are granted to like consumers by METRO, will be accepted by CITY, and such adjustments for water use shall be applicable to obtain the indicated adjusted billing of sewer service charges. The same adjustments for water not normally entering the sewerage system (e.g. used to fill swimming pools, for sprinkling lawns, etc.) shall be made as are granted to like consumers of Metro.
6. METRO agrees to render to CITY such regular monthly reports as to gross billing, the amounts of the adjustments of meter readings and adjustments to billing and uncollectible bills and accounts as may be required for a proper audit of the sewer service charge accounts of CITY. Such monthly reports shall be rendered by the last day of the following month. At the time of rendering such monthly report, METRO shall render a statement of account between CITY and METRO under this agreement.

7. CITY agrees that METRO may provide for the sewer service charges to be due and payable at the same time water service charges are due and payable. METRO agrees to require the user of water service to pay the sewer service charge at the same time the water service is paid, and not to accept the current water service charge without the payment of the sewer service charge. METRO agrees to discontinue water service to those sewer users whose service accounts remain unpaid in the same manner as METRO treats its own accounts, and METRO further agrees not to reestablish water service through the turning on of such water service until such time as METRO would turn on one of its accounts. Nothing in this agreement shall interfere with, inhibit or delay METRO from discontinuing its service to any water consumer at any time in order that METRO may enforce Metropolitan Government's own rules and regulations relative to water service or payment of water service accounts.
8. METRO agrees to administer, read, bill and collect sewer service charges, based on water meter readings of meters installed or on meters that may be installed by METRO.
9. METRO agrees to incorporate in its billing, administration and collecting of the sewer service charges, such additional charges to be incorporated in the sewer service charge billing for such designated groups of sewer users as may be designated by CITY for certain groups of sewer users. City agrees to reimburse METRO for any reprogramming costs required to provide such charges.
10. CITY agrees for the outlined services, to pay to METRO monthly the greater of A or B below:
 - A. A sum equal to ten percent of the sewerage charge per bill for all bills which incorporate sewer service charges and which were sent out by METRO in the month in question; or

- B. The sum of one hundred dollars (\$100.00) per month.
11. CITY agrees to pay to METRO as partial reimbursement to METRO for its costs of rendering service under this agreement, and in addition to all other payments or reimbursements otherwise provided for in this agreement, a sum of money equal to the total of all water service charges uncollected by METRO because of its discontinuance of water services to customers who refuse to pay sewer service charges due and offer to pay the water service charges which are at the time due and payable.
 12. CITY hereby agrees that any claim, suit, action or legal proceeding of any nature whatsoever arising out of the operation of its sewage collection with respect to the customers affected by this contract shall be defended and processed by CITY and that CITY shall hold harmless, indemnify and provide defense counsel for METRO should any such claim, suit, action or legal proceeding be brought against METRO.
 13. The improved and unimproved parcels served with water service by METRO and sewerage service by CITY are reflected by exhibit "A" to this contract and adopted by reference herein. The list of parcels served shall be maintained by METRO and shall be revised by the CITY upon written notice to METRO.
 14. This contract is voidable at will and may be cancelled upon sixty (60) days written notice directed to the chief administrative officer of the party not electing to cancel the contract.
 15. This contract shall not become effective until all acts necessary to effect the legal execution of this contract by the CITY have taken place, until the Metropolitan Ordinance authorizing this contract has been adopted by the Metropolitan County Council, signed by the Metropolitan Mayor, filed in the office of the Metropolitan Clerk and assigned an official contract number.

16. The parties executing this contract expressly acknowledge they have authority as representatives of the party to bind said parties to this contract.

Executed this _____ day of _____, 1983.

CITY OF BELLE MEADE:

BY: _____
Mayor

APPROVED AS TO FORM AND LEGALITY: ATTESTED:

City Attorney

City Recorder

METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

BY: _____
Mayor

APPROVED AS TO FORM AND LEGALITY: ATTESTED:

Metropolitan Attorney

Metropolitan Clerk

APPROVED:

Director of Finance