

RESOLUTION NO. 83-⁰⁹04

A RESOLUTION APPROVING AMENDMENTS TO AN EXISTING CONTRACT OF AUGUST 21, 1979, BETWEEN THE CITY OF BELLE MEADE AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, RELATING TO THE WASTEWATER COLLECTION FACILITIES OF THE CITY OF BELLE MEADE AND THEIR OPERATION

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

1. The agreement amending the Treatment Contract of August 21, 1979, between the City of Belle Meade and the Metropolitan Government of Nashville and Davidson County, Tennessee, ("METRO") relating to the wastewater collection facilities of the City of Belle Meade and their operation, which agreement is attached hereto as Exhibit A, is hereby approved, subject to receipt of assurance from the Metro Water and Sewer Department that the meter consumption measurements referred to in Section 1 of the August 21, 1979 contract will be adjusted, and other adjustments appropriately made, for water not normally entering the sewerage system, such as is used to fill swimming pools, for sprinkling lawns, etc., in the same manner as such adjustments are made by METRO in calculating sewerage use by its own customers.
2. Upon receipt of such assurances set forth in Section 1, above, and their attachment hereto, as Exhibit B, the Mayor is authorized to execute the agreement attached hereto, on the City's behalf.
3. 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

Todd Bennett
COMMISSIONER

Imboud Musick
RECORDER

RESOLUTION NO. 83-04

EXHIBIT A

AMENDMENT TO TREATMENT CONTRACT

This Agreement, made and entered into this _____ day of _____, 1983, by and between The Metropolitan Government of Nashville and Davidson County (METRO), a Tennessee municipal corporation, and The City of Belle Meade, a Tennessee municipal corporation (MUNICIPALITY).

WHEREAS, METRO has entered into a Treatment Contract with MUNICIPALITY on August 21, 1979 and this Agreement is an amendment of that contract; and

WHEREAS, METRO constructed sewer inside MUNICIPALITY's area to provide service to Davidson County residents; and

WHEREAS, MUNICIPALITY has requested to purchase the equity in the lines constructed by METRO.

THEREFORE, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE CITY OF BELLE MEADE AGREE AS FOLLOWS:

ARTICLE I

1. MUNICIPALITY shall compensate METRO in the amount of \$221,168.53 (two hundred and twenty one thousand, one hundred and sixty-eight dollars and fifty three cents) for the equity in the sewer lines as listed in Exhibit 1 and actual ownership shall remain with METRO.
2. METRO shall transfer to MUNICIPALITY all its sewerage service customers inside MUNICIPALITY's jurisdiction. The transfer shall occur after receipt of payment for METRO's equity in the sewer lines. The transfer shall take place once METRO has obtained an actual water meter reading on its customers, if payment is not received fifteen (15) days prior

to the actual reading date, then the transfer shall occur at the next actual reading date.

3. MUNICIPALITY shall honor all written tap fee arrangements, either by contract or deed, entered into by METRO prior to the effective date of this Agreement. All future permits and fees shall be issued by MUNICIPALITY and notice of such permits shall be provided to Metro Department of Water and Sewerage Services, Permit Area.
4. All future tap fees on the lines listed in Exhibit 1 shall be the property of MUNICIPALITY upon the effective date of this Agreement. The tap fees shall be collected on lines only where citizens of Belle Meade are served by lines located inside of Belle Meade.
5. METRO will continue to operate, maintain, and repair the lines as listed in Exhibit 1 inside MUNICIPALITY and the costs of any future upsizing shall be proportioned to METRO and MUNICIPALITY based upon each's need for additional capacity.
6. The maximum capacity MUNICIPALITY shall have in METRO's system is based upon the existing land use and is 0.52 million gallons per day based on water meter reading.

ARTICLE II

Pretreatment

A. The Municipality will adopt a Sewer Use Ordinance with the same as or more stringent pretreatment standards and requirements as Metropolitan Ordinance 80-343, as amended, provided, however, that Municipality may adopt such additional requirements as the district deems necessary. Metro and Municipality will exercise its concurrent authority to compel Industrial Users located in Municipality's service area that contribute wastewater to the Whites Creek Wastewater Treatment Plant to comply with all applicable Pretreatment Standards and Requirements by the procedures authorized in Municipality's Sewer Use Ordinance.

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In the event that Municipality fails to enforce its Sewer Use Ordinance to the extent that the Approval Authority decides that Metro Sewer Use Ordinance is not being enforced satisfactorily by Municipality, Metro shall exercise its authority to enforce its Sewer Use Ordinance in Municipality's service area as provided in Paragraph B of this Article.

It is further provided that all rules and regulations pertaining to Industrial Users contributing wastewater to Whites Creek Wastewater Treatment Plant shall be uniformly enforced. Municipality shall have the right to review the pretreatment enforcement policy in effect at the Whites Creek Wastewater Plant. Should Metro fail to enforce the rules and regulations relative to pretreatment within Nashville-Davidson County or fail to enforce them uniformly, Municipality may adopt the same policy of enforcement that Metro has adopted or is using relative to enforcement of said rules and regulations to the end that all industries served at the Whites Creek Wastewater Treatment Plant shall receive uniform enforcement of pretreatment rules and regulations. Metro shall only exercise the authority to enforce the Sewer Use Ordinance in Municipality's service area in a like manner as they do in fact in Nashville-Davidson County.

B. Municipality hereby expressly grants to Metro authority to compel all Industrial Users contributing wastewater to the Whites Creek Wastewater Treatment Plant to comply with all applicable Pretreatment Standards and Requirements by the procedures authorized in the Sewer Use Ordinance of Metro. It is further expressly understood that at a minimum Metro shall have the authority, with Municipality acting as its enforcement agent or representative, to:

1. Deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by Industrial Users.
2. Require compliance with applicable Pretreatment Standards and Requirements by Industrial Users.

3. Control, by this contract with Municipality, the contribution to the POTW by each Industrial User to ensure compliance with applicable Pretreatment Standards and Requirements. Metro, as the POTW who has the responsibility of meeting all federal and state requirements to keep its NPDES Permit, shall have the final reviewing authority to revoke or modify permits issued by Municipality to Industrial Users contributing wastewater to the POTW. Metro shall be supplied with copies of such permits, contracts or orders within ninety (90) days of the issuance of same. Should a permit so issued be deemed to violate any of said rules or regulations, Metro shall at once notify Municipality in writing of such violation. Municipality shall at once move to correct the violation. Should an industry be unable or fail to correct such violation within thirty (30) days from written notice, Municipality may modify the permit issued and if need be shall terminate sewer service to the offending industry. Metro shall at all times keep Municipality fully informed as to all rules and regulations and shall promptly notify Municipality of any changes or amendments in the rules and regulations relative to pretreatment of industrial waste.
4. Require (a) the development of a compliance schedule by each Industrial User for the installation of technology required to be applicable pretreatment standards and requirements and (b) the submission of all notices and self-monitoring reports from Industrial Users as are necessary to assess and assure compliance by Industrial Users with Pretreatment Standards and Requirements, including but not limited to those reports required in 40 CFR Section 403.12.
5. Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users, compliance or non-compliance with applicable Pretreatment Standards and Requirements by Industrial Users. Representatives of the POTW shall be authorized to enter any premises of any Industrial User in which an

effluent source of treatment is located or in which records are required to be kept under Section 403.12(m) of 40 CFR to assure compliance with Pretreatment Standards. Such authority shall be at least as extensive as the authority provided under Section 308 of the Act.

6. (a) Obtain remedies for non-compliance by any Industrial User with Metropolitan Sewer Use Ordinance.
 - (b) Pretreatment Requirements enforceable through remedies specified in the Metropolitan Sewer Ordinance include, but not limited to inspections, entry, or monitoring activities, any rules, regulations, or orders issued by Metropolitan or any reporting requirements imposed by Metro or these regulations. Metro, through the authority granted in this contract to enforce Metropolitan Sewer Use Ordinance, shall have authority and procedures to halt or eliminate immediately and effectively any actual or threatened discharge of pollutants to the POTW.
7. As of the date of this Agreement, Metro has not exercised its election to revise the discharge limits for specific pollutants covered in the categorical Pretreatment Standards, applicable to Industrial Users, based upon the POTW's demonstrated capability to remove those pollutants as provided for in 40 CFR 403.7(b). It is agreed that if Metro, at some future time, exercises its election under 40 CFR 403.7(b), then Municipality shall be allowed to maintain its proportional share of industrial discharge capacity based upon flow.

ARTICLE III

Provisions Pertaining to the METRO System

1. METRO agrees that the facilities which shall provide wastewater transmission and wastewater treatment services shall be capable of properly transmitting and treating wastewater having the characteristics set forth in the Metropolitan Code, Chapter 40 as amended. Any subsequent amend-

ments to the Code shall have uniform applicability to all customers of METRO and shall be uniformly applied.

2. The discharge of wastewater into the METRO facilities shall be in accordance with the provisions of METROPOLITAN Code, Chapter 40, and as the same may be amended in the future. MUNICIPALITY shall represent to METRO that it has or will enact regulations to enforce compliance with the provisions of said Code and shall furnish METRO with certified copies of said regulations within sixty (60) days from the date hereof. Additionally, MUNICIPALITY agrees to collect an industrial cost recovery charge and a user charge in accordance with Public Law 92-500, as amended or as may be amended.

3. MUNICIPALITY agrees that if any waters or wastes are discharged by MUNICIPALITY into the METRO Facilities which waters contain substances or possesses characteristics contrary to the requirements of the Metropolitan Code, and which in the judgment of METRO may have a deleterious effect upon the wastewater works, processes, equipment, or receiving waters, or which otherwise create a hazard to health, life, limb, property, or constitutes a public nuisance, METRO may upon reasonable notice to MUNICIPALITY:
 - (a) Require pretreatment to an acceptable condition prior to discharge into the METRO Facilities.

 - (b) Require control over the quantities and rates of discharge, and/or,

 - (c) Require payment to cover the added cost of handling and treating such wastes, as provided for in the Code, as the same may be amended.

4. MUNICIPALITY agrees to adopt, enact, and enforce such rules, regulations and/or ordinances as may be required to ensure that users of

MUNICIPALITY's System do not discharge or cause to be discharged waters or wastes which would cause the MUNICIPALITY'S wastewater to be unacceptable under the provisions of this Article.

5. This Agreement shall not be binding upon METRO until approved by Metropolitan County Council by Ordinance, signed by Metropolitan Mayor, Attested by Metropolitan Clerk and filed in the office of Metropolitan Clerk, and assigned a METRO contract number. The effective date of this Agreement shall be the date of filing with the Metropolitan Clerk.

CITY OF BELLE MEADE:

BY: _____
Mayor

APPROVED AS TO FORM & LEGALITY:

ATTESTED:

City Attorney

City Recorder

METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

BY: _____
Mayor

APPROVED AS TO FORM & LEGALITY:

ATTESTED:

Metropolitan Attorney

Metropolitan Clerk

APPROVED:

Director of Finance

RESOLUTION NO. 83-04

EXHIBIT B

RICHARD FULTON, MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CITY OF BELLE MEADE

Date 1/5/84

By JBC

James R. Tuck
Sever file. Agreement to Metro

DEPARTMENT OF WATER AND SEWERAGE SERVICES
8TH FLOOR
STAHLMAN BUILDING
211 UNION STREET
NASHVILLE, TENNESSEE 37201

January 3, 1984

Mr. James R. Tuck, City Attorney
City of Belle Meade
4705 Harding Road
Nashville, Tennessee, 37205

RE: City of Belle Meade
Request for Sprinkler Adjustment

Dear Mr. Tuck,

This is to acknowledge receipt of your letter dated December 15, 1983. The Department has reviewed your request relative to the City of Belle Meade's election to grant sprinkler adjustments and other such adjustments as normally granted by the Metropolitan Government to the City of Belle Meade's customers. The Metropolitan Department of Water and Sewerage Services, in accordance with its billing contract, will compute this adjustment consistent with the policies presently employed by Metro in billing its sewered customers.

The trunk and treatment charges under the July 18, 1979 agreement between the City of Belle Meade and the Metropolitan Government will likewise be recomputed to consider sprinkler adjustments and other such adjustments as normally granted by the Metropolitan Government to its own customers. This is not to be interpreted as a modification of the existing July 18, 1979 agreement, but is an internal administrative revenue adjustment consistent with the wishes of the City of Belle Meade. It is understood, however, that the Metropolitan Government, through its consultants, is currently updating cost figures for trunk transportation and treatment of sewage, and this may require an increase in Belle Meade's charge for that service as set forth in Section 1 of the agreement referred to. An interim adjustment of the rate will be made as of the first of a month as soon as possible.

I trust this letter will satisfy your request so that we might proceed with the submission of the contract presently being considered by the City of Belle Meade.

Exhibit B
Resolution No. 83-04

Page Two
Mr. James R. Tuck
January 3, 1984

The letter is consistent with
the City's understanding

Elizabeth C. Proctor
City of Belle Meade

Very truly yours,



William B. Whitson,
Associate Director

WBW:JMT/bsc

cc: Mr. Cooper Chilton, Asst. Director/Finance & Accounting
Mr. Gene A. Johnson, Asst. Director/Operations
Mr. Lester Williams, Jr., Asst. Director/Engineering & Construction
Mr. James M. Tarpy, Special Asst. to the Director
Mr. John P. Long, Metro Legal Department
Mr. Turner Dunn, Barge, Waggoner, Sumner & Cannon