

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of June, 2024, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”) and the White House Utility District (“WHUD”).

WHEREAS, Metro provides sewer transportation and treatment service to customers receiving water service from WHUD, and

WHEREAS, Customer sewer bills are determined by water consumption measured by individual meters read monthly by WHUD; and

WHEREAS, pursuant to the terms of this agreement, WHUD proposes to provide and Metro proposes to pay for WHUD’s monthly water consumption meter readings for those customers with Metro sewer service.

PURSUANT TO THE NEEDS AND SERVICES OF BOTH PARTIES AS STATED ABOVE, IT IS AGREED AS FOLLOWS:

1. **WHUD Meter Readings.** Each month during the term of this Agreement, WHUD shall read the water consumption meter of each of Metro’s sewer service customers. WHUD shall submit the readings to Metro electronically in a format compatible with Metro’s computer billing system (“Compatible Format”), and on a mutually agreed upon schedule for billing. Metro will calculate and individually bill its sewer service customers using the meter readings provided by WHUD or otherwise in accordance with the Metropolitan Code of Laws.
2. **New Accounts, Closed Accounts and Status Changes.** WHUD will notify Metro within 5 business days upon the establishment, termination or change in status of any water service account and will submit to Metro in Compatible Format such information about each such account as Metro may reasonably require to establish, terminate, or modify the corresponding sewer account.
3. **Defective or Inoperable Meters.** WHUD will maintain and assure the proper performance of the meters contemplated by this Agreement in accordance with AWWA standards. WHUD will promptly notify Metro in the event a water consumption meter within the scope of this Agreement is found to be malfunctioning or inoperable and shall repair or replace any such meter promptly.
4. **Disconnections.** Metro has established its own rules and regulations regarding payment of its sewer service rates and fees. Metro and WHUD agree that upon the failure of a Metro sewer system customer to pay such sewer service rates and fees in accordance with Metro’s rules and

regulations, Metro is authorized to discontinue water service to such Metro sewer system customer, under the following conditions:

- a. The Metro sewer system customer must be more than ten (10) days delinquent in the payment to Metro of the sewer service rates and fees.
 - b. Metro must send a disconnect notification to the Metro sewer system customer whose water service is being disconnected.
 - c. Metro must send written notice to WHUD that the Metro sewer system customer's water services are to be disconnected. This notice must certify that the requirements of Sections 4.a and 4.b have been met.
 - d. Water service termination by Metro must only consist of locking the water meter.
 - e. Upon receipt by Metro of the outstanding sums due to Metro from the Metro sewer system customer, Metro shall reinstate water service to the Metro sewer system customer.
 - f. Metro shall be responsible for compensating WHUD for the following:
 - (i) Any damage to WHUD's system, including but not limited to damage to the water meter, caused by Metro's water service termination;
 - (ii) A fee of \$35.00 per hour, with a minimum fee of \$35.00, for onsite assistance from WHUD related to Metro's termination or reinstatement of water service of a Metro sewer system customer during WHUD's regular business hours; and
 - (iii) A fee of \$70.00 per hour, with a minimum fee of \$70.00, for onsite assistance from WHUD related to Metro's termination or reinstatement of water service of a Metro sewer system customer that occurs outside WHUD's regular business hours.
5. Reading Fee. Effective October 1, 2024, and for the full performance of WHUD's responsibilities under this agreement, Metro shall pay WHUD each month \$0.67 (Basic Fee) per water meter reading data provided to Metro for its use in billing of sewage. Payments due under this paragraph shall be made on or before the 30th day of each month during the term of the Agreement. In addition to the Basic Fee, Metro agrees to add an annual inflation amount beginning October 1, 2025, and each year thereafter for the term of this contract. It is agreed that the annual inflation amount shall be determined by the smaller of either the previous calendar year annual average CPI-U (All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984=100, published by the United States Department of Labor, Bureau of Labor Statistics) or the previous calendar year Service Charge Index published by NACWA (National Association of Clean Water Agencies) indices.

Metro shall not be liable for the payment of any fees or charges other than those specified in paragraphs 4 and 5.

6. Audit. It is agreed by the parties that every five (5) years beginning October 1, 2029, during the term of this Agreement, there will be a “true-up” audit/review to examine the cost of meter reading and data transfer service being paid along, with considerations of the annual escalator for inflation.
7. Term and Termination. The term of this Agreement shall be ten (10) years, beginning October 1, 2024 (the “Effective Date”), and may be extended by the parties on such terms as they may then agree. Either party may terminate the Agreement upon 180 days’ written notice to the other party. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of its term.
8. Assignment of Agreement. Neither party may assign its rights under this Agreement to any entity without the other party’s written consent.
9. Modifications to Agreement. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
10. Filing of Agreement with Metropolitan Clerk. This Agreement shall not be binding upon Metro until approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk.
11. Governing Law, Forum Selection and Attorney Fees. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee. To the extent that is permitted by law, the prevailing party in any action relating to this Agreement shall recover reasonable attorney fees and litigation costs from the other party.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, will constitute one and the same instrument.
13. Indemnification. To the extent permitted by state law, Metro agrees to reimburse, pay, indemnify, defend and/or hold harmless WHUD from and against any and all claims, damages, losses, deficiencies, liabilities, costs and expenses, including attorneys’ fees and expenses, incurred or suffered by WHUD that result from, relate to or arise out of, in whole or in part, Metro’s sewer service billing. Such claims include but are not limited to claims made against WHUD arising out of termination of water service as contemplated herein or claims made against WHUD arising out of the performance by WHUD of its duties under this Agreement. WHUD shall not be liable to Metro for inaccurate meters, simple negligence or mistake, or acts of God, which interfere with the performance of WHUD under the terms of this Agreement.


- 14. Waiver. Waiver of any provision or obligation set forth in this Agreement by either party shall not prevent that party from later insisting upon full performance of such provision or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party hereto in exercising any right, power, privilege, or remedy under this Agreement or any related agreement or instrument shall impair or restrict any such right, power, privilege or remedy or be construed as a waiver therefor. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of such waiver is sought.
- 15. Severability. If any one or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each and all of the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY


WHITE HOUSE
UTILITY DISTRICT

APPROVED:

APPROVED:

DocuSigned by:



994E7D00AE02B446
 Director, Department of Water
 and Sewerage Services



 General Manager
 White House Utility District

DocuSigned by:


6977A28712469
 Director, Department of Finance



 Chief Financial Officer,
 White House Utility District

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:


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 Metropolitan Attorney