

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”) and the Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (“HVUD”).

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

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

WHEREAS, pursuant to the terms of this agreement, HVUD proposes to provide customer meter readings and Metro proposes to calculate and individually bill 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. HVUD Meter Readings. Each month during the term of this Agreement, HVUD shall read the water consumption meter of each of Metro’s sewer service customer(s). Metro shall advise HVUD in writing of the identities of the Metro sewer service customers who receive water service from HVUD. HVUD shall submit the readings to Metro electronically in Microsoft Excel format. Metro will calculate and individually bill its sewer service customers using the meter readings provided by HVUD or otherwise in accordance with the Metropolitan Code of Laws.
2. New Accounts, Closed Accounts and Status Changes. HVUD will note changes to accounts when the reading is submitted to Metro. For example, when an account changes there will be a final bill amount for the former customer and a new reading for the current customer.
3. Defective or Inoperable Meters. HVUD will maintain and assure the proper performance of the meters contemplated by this Agreement in accordance with AWWA standards. HVUD will notify Metro in the event a water consumption meter within the scope of this Agreement has been found to be malfunctioning or inoperable. HVUD will also advise of any estimated billing.
4. Disconnections. In the event of non-payment, the following process will be used:
 1. MWS notifies HVUD of non-payment.
 2. HVUD grants MWS conditional permission (by letter or email) to disconnect the customers water service meter. A copy of this permission is also sent the customer.
 3. MWS notifies the customer that the water will be disconnected.

4. MWS disconnects the water service and reinstates if/as needed.
5. Term and Termination. The term of this Agreement shall be ten (10) years, beginning December 19, 2023 (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.
6. Assignment of Agreement. Neither party may assign its rights under this Agreement to any entity without the other party’s written consent.
7. 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.
8. 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.
9. Governing Law and Forum Selection. 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.

[SIGNATURES ON FOLLOWING PAGE]

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

THE HARPETH VALLEY
UTILITIES DISTRICT OF
DAVIDSON AND WILLIAMSON
COUNTIES, TENNESSEE

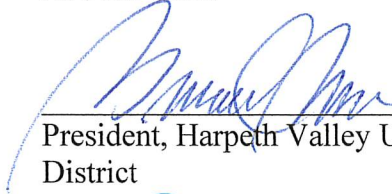
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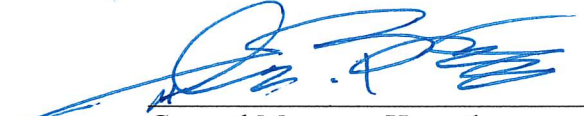
DocuSigned by:

Jim Snyder for Scott Potter

Director, Department of Water
and Sewerage Services


President, Harpeth Valley Utilities
District

APPROVED:


General Manager, Harpeth
Valley Utilities District

DocuSigned by:

Kevin Crumbo/mjw

Director, Department of Finance


APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tara Ladd

Metropolitan Attorney


Attorney for Harpeth Valley
Utilities District