

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of June, 2023, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”) and the Madison Suburban Utility District (“MSUD”).

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

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

**WHEREAS**, pursuant to the terms of this agreement, MSUD proposes to provide and Metro proposes to pay for MSUD’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. MSUD Meter Readings. Each month during the term of this Agreement, MSUD shall read the water consumption meter of each of Metro’s water service customers. MSUD 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 MSUD or otherwise in accordance with the Metropolitan Code of Laws.
2. New Accounts, Closed Accounts and Status Changes. MSUD 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. MSUD will maintain and assure the proper performance of the meters contemplated by this Agreement in accordance with AWWA standards. MSUD 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. At Metro’s request, MSUD will disconnect the water service of any customer who has failed to make payment for sewer service when due or fulfill other sewer customer responsibilities established by the Metropolitan Code of Laws. Further, MSUD will reconnect the water service of a customer whose service was disconnected at Metro’s request upon notification by Metro that the customer has made all required payments or otherwise corrected the problem leading to the disconnection. Metro or its agents will provide all legally required

notices to each customer in connection with any request to MSUD to disconnect such customer's water service.

5. Reading Fee; Disconnection and Reconnection Fees. Effective October 1, 2023, and for the full performance of MSUD's responsibilities under this agreement, Metro shall pay MSUD each month \$0.67 (Basic Fee) per water meter reading data provided to Metro for its use in billing of sewage. Metro will also bill and collect its applicable current and future adopted reconnection fees from any customer whose water service is disconnected and reconnected at Metro's request, and will remit such fees to MSUD. Payments due under this paragraph shall be made on or before the 30<sup>th</sup> 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, 2024, 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 this paragraph.
6. Audit. It is agreed by the parties that every five (5) years beginning October 1, 2028, during the term of this Agreement, there will be a "true-up" audit/review based upon MSUD's most recent third-party cost of service analysis to examine the cost of meter reading and data transfer service being paid along, with considerations of the annual escalator for inflation. The firm for the cost-of-service analysis shall be chosen by agreement of the parties.
7. Term and Termination. The term of this Agreement shall be ten (10) years, beginning October 1, 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.
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.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED:

DocuSigned by:

Scott Potter

Director, Department of Water  
and Sewerage Services

APPROVED:

DocuSigned by:

Kelly Flannery

Director, Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:

Tara Ladd

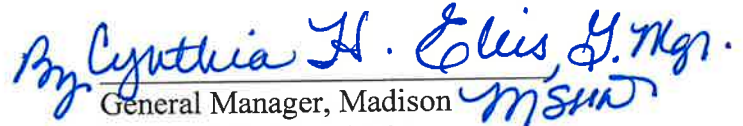
Metropolitan Attorney

THE MADISON SUBURBAN  
UTILITY DISTRICT

APPROVED:



President, Madison Suburban Utility  
District

  
General Manager, Madison  
Suburban Utility District

APPROVED AS TO FORM AND  
LEGALITY:



Attorney for Madison Suburban  
Utility District