

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 City of Goodlettsville (“Goodlettsville”).

WHEREAS, Goodlettsville provides sewer transportation and treatment service to customers receiving water service from Metro within the city limits of Goodlettsville; and

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

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

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

1. Metro Meter Readings. Each month during the term of this Agreement, Metro shall read the water consumption meter of each of its water service customers. On or before the 15th day of each such month, Metro shall submit the readings to Goodlettsville electronically in an agreed upon format (“Compatible Format”).
2. New Accounts, Closed Accounts and Status Changes. Metro will notify Goodlettsville within 5 business days upon the establishment, termination or change in status of any water service account and will submit to Goodlettsville in Compatible Format such information about each such account as Goodlettsville may reasonably require to establish, terminate, or modify the corresponding sewer account.
3. Defective or Inoperable Meters. Metro will maintain and assure the proper performance of the meters contemplated by this Agreement in accordance with AWWA standards. Metro will promptly notify Goodlettsville 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 Goodlettsville’s request, Metro 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 Goodlettsville’s ordinance and regulations. Further, Metro will reconnect the water service of a customer whose service was disconnected at Goodlettsville’s request upon notification by Goodlettsville that the customer has made all required payments or otherwise corrected the problem leading to the disconnection. Goodlettsville or its agents will provide all legally required notices to each customer in connection with any request to Metro to disconnect such customer’s water service.

5. Reading Fee; Disconnection and Reconnection Fees. Effective October 1, 2024, and for the full performance of Metro's responsibilities under this agreement, Goodlettsville shall pay Metro, via ACH, each month \$0.67 (Basic Fee) per water meter reading data provided to Goodlettsville for its use in billing of sewage. Goodlettsville will also bill and collect its applicable current and future adopted reconnection fees from any customer whose water service is disconnected and reconnected at Goodlettsville's request, and will remit such fees to Metro. 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, Goodlettsville 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. Goodlettsville shall not be liable for the payment of any fees or charges other than those specified in this paragraph.
6. Audit. Each year during the term of this Agreement, Goodlettsville or its agents shall have the right to audit the records of Metro relating to this Agreement.
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.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

CITY OF GOODLETTSVILLE

APPROVED:

APPROVED:

DocuSigned by:

Scott Potter

904E7D0AE02B410
Director, Department of Water
and Sewerage Services



City Manager

APPROVED:

ATTEST:

DocuSigned by:

Kevin Crumbo/mjw

D3377A2A874248D
Director, Department of Finance



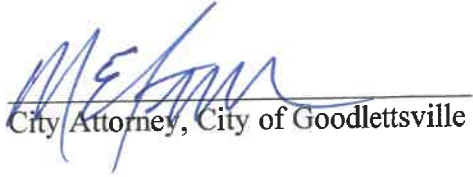
APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tara Ladd

E355FC378EE1127
Metropolitan Attorney


City Attorney, City of Goodlettsville