ORDINANCE 149

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LAKEWOOD AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROVIDING FOR THE METER READING, BILLING, AND COLLECTION OF SEWERAGE ACCOUNTS IN THE CITY OF LAKEWOOD AND THE COMPENSATION FOR SAME BY THE METROPOLITAN GOVERNMENT OF DAVIDSON COUNTY.

BE IT ORDAINED BY THE Board of Commissioners of the City of Lakewood, Davidson County, Tennessee as follows:

I.

The agreement by and between the City of Lakewood and the Metropolitan Government of Nashville and Davidson County providing for the meter reading,billing, and collection of sewerage accounts in the City of Lakewood and the compensation for same by the Metropolitan Government of Nashville and Davidson County is hereby approved.

II.

A copy of the Agreement is attached hereto and becomes a part hereof verbatim.

III.

This Ordinance shall take effect at the earliest date allowed by law, the public welfare reguiring it.

Charles Gann
Mayor

Melanie D. Stromatt
City Recorder

FIRST READING: 10/16/86

SECOND READING: 12/22/86

THIRD READING: 12/29/86

APPROVED AS TO FORM:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of APRIL, 1987, by and between The Metropolitan Government of Nashville and Davidson County, Tennessee (hereafter referred to as "METRO"), and the City of Lakewood (hereafter referred to as "CITY")

THEREFORE, IT IS AGREED AS FOLLOWS:

1. METRO has agreed to provide sewer service in the jurisdictional boundaries of the CITY.

2. CITY shall bill bi-monthly the sewer service charges for METRO to all accounts which presently are sewered or are determined to have sewer available in accordance with METRO'S rules and regulations by the Director. Such accounts will be designated by METRO, and this information will be provided to the CITY.

3. In consideration of the billings, the CITY agrees to determine its pro rata cost for billing the sewer charges, consistent with the methodology in Exhibit A, for METRO, and these costs will be paid by METRO. An annual accounting will be provided METRO showing the computation based on actual costs by September 30 of the year in which the costs were incurred. The new rate as established by this accounting will be imposed on October 1 of the following year. The rates will be established as dollars per month, to collect the total of the prior year's actual incremental costs during upcoming year.

4. For the first year of operation, the CITY shall withhold an amount computed in accordance with Exhibit A. An adjustment will be made at the time of the first accounting to reflect the actual costs during the first period by a lump sum payment. The accounting period for the costs shall be consistent with that of the CITY.

5. CITY agrees to remit to METRO the total monies collected for sewerage service less its billing fee and less the payment to the Old Hickory Utility District by the twentieth (20) of each billing period. If it is determined that an account is delinquent over sixty (60) days, then the CITY shall terminate water service, unless otherwise authorized by METRO. After the water service has been terminated, CITY to notify METRO of all delinquent accounts and METRO will be responsible for the collection of the amounts owed. In no event shall the sum of the payment to Old Hickory Utility District for treating the customers' sewage, any applicable State fees or taxes, and the charge for billing and collection under this agreement, exceed the collections under this agreement on a total basis for the May 1 through August 31, 1987 period.

6. If METRO or CITY determines that the billing agreement is no longer beneficial to either party, then METRO or CITY shall provide the other party six (6) months written notice prior to termination.

7. METRO shall reimburse the CITY all expenses associated with the changing of its existing computer billing program to provide billing services for METRO.

8. Deposits shall be collected by the CITY pursuant to the requirement of METRO. New deposits, net of applied or returned deposits, and signed customer contracts will be remitted along with the month's collections.

9. METRO's sewerage service rates for CITY shall be billed all sewer accounts after September 1, 1987. Until September 1, 1987 and after Metro assumes operation of the City's sewer system, the existing rates, plus any rate increase determined to be necessary by the City of Lakewood to fund the terms and conditions of this Agreement will be billed and the monies disbursed in accordance with paragraph five (5).

10. This agreement shall continue to be in full force and effect from and after May 1, 1987 if the agreement to transfer the CITY's sewerage services to METRO is final.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, by the Metropolitan Mayor, and the City of Lakewood, by the Mayor, have caused this Agreement to be signed this 9th day of April, 1987.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

RECOMMENDED:

Associate Director
Dept. of Water & Sewerage Services

APPROVED BY:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Authorized by Metropolitan Council Ordinance No. 087-1680

BY:
Metropolitan Mayor

ATTEST:

Marilyn S. Swing
Metropolitan Clerk

CITY OF LAKEWOOD

APPROVED BY:

Louis W. Oliver III
Attorney

BY:

Charles E. Gann
Mayor

Authorized by City Ordinance No. 149

ATTEST:

Mulanne D. Stromatt
Recorder