

Resolution No. RS2019-17

A resolution approving agreements between The Metropolitan Government of Nashville and Davidson County and Harpeth Valley Utility District for water and sewer lines related to utility services at Nashville Fire Station No. 37 in Bellevue. (Proposal No. 2019M-030AG-001)

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") is in the process of constructing Nashville Fire Station No.37 in Bellevue; and,

WHEREAS, Metro seeks to connect Nashville Fire Station No. 37 with water and sewer services from the Harpeth Valley Utility District; and,

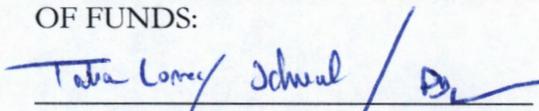
WHEREAS, approval of the water and sewer Agreements attached hereto is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The water and sewer Agreements between the Metropolitan Government of Nashville and Davidson County and Harpeth Valley Utility District, attached hereto and incorporated herein, are hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

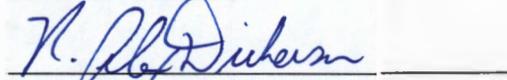
APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal,
Director of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

Member(s) of Council

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Angie E. Henderson

Angie Henderson
Councilmember, District 34

**SEWER CONTRACT FOR
PUBLIC AND PRIVATE SEWER LINES FOR
NASHVILLE FIRE STATION 37 BELLEVUE**

THIS AGREEMENT, made and entered into this 26th day of August, 2019, between Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation, hereinafter referred to as the "District," and **The Metropolitan Government of Nashville and Davidson County**, hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the District has installed a sewerage plant, pump stations and large trunk sewer lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the District will in the future be responsible for the repair, maintenance and replacement of said public facilities herein provided for, and for the maintenance of the total public system, and for other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

The District hereby agrees to and will permit the Developer to connect onto the **existing eight inch (8) sanitary sewer line located on the south west side of the property**, for sewer service to **Nashville Fire Station 37 Bellevue**, subject to the installation and dedication of the facility by the Developer, and acceptance in writing by the District, of any required extensions of the District's existing sewer lines necessary to serve the development in accordance with Exhibits A, B and C, hereto.

The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the District on **July 19, 2019**, (Exhibit B), and the District's standard specifications for sewer lines dated, April, 2017 (Exhibit C). Exhibits A, B and C are made a part of this Agreement.

The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost whatsoever to the District, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract which is identified as Exhibit D hereto with **Grade A Construction, LLC** Contractor, in the amount of **\$94,366.00**.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the District and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, fittings, manholes or connections shall be covered until inspected and approved for backfill by the District.

It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, manholes, fittings and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

In the event of change in the plat, plans or specifications (but not the District's standard specifications) for the development or the lines or appurtenances to be installed referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Agreement, as though set out verbatim herein, and a

copy of said changed plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the District by the Developer.

In addition to the costs of the materials and installation herein provided for, the Developer hereby agrees to and will pay to the District upon the execution of this Agreement an amount equal to eleven percent (11%) of the fair market value of said construction as determined by the District, said amount to be paid being \$10,380.26 which is to cover the District's inspection, overhead and administrative costs. The Developer further agrees:

(1) That the Developer will immediately repair or have repaired at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date said public lines, manholes, fittings and appurtenances and other required facilities are accepted in writing by the District.

(2) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the District is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(3) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(4) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned **Water Contract For Public And Private Water Lines For Nashville Fire Station 37 Bellevue.**

The District retains the exclusive rights to further extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the District hereunder, the Developer hereby represents and warrants that same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private sewer lines, manholes, fittings and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned, and Developer expressly warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the District.

It is agreed that the District shall have exclusive title and ownership of all public facilities, i.e., all facilities downstream of sanitary sewer service inspection tees, and the Developer hereby conveys to the District, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the District. The Developer shall, upon request of the District, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

The Developer and the District agree that the fees set forth below shall be paid to the District by the Developer in accordance with this Agreement and the District's Schedule of Rates, Charges and Fees upon the execution of this Agreement. As stated above, however, the Developer must pay all rates, charges and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise, and payment of the fees below is not a representation or confirmation that all such rates, charges and fees have been paid.

Sewer Tapping Privilege Fee for A 3" Domestic Water Service	= \$ 7,000.00
Eleven Percent (11%) Inspection & Administrative Fee	= \$ 10,380.26
Credit For Existing Sewer Tapping Privilege Fee for a 1-1/2" Water Service	<= \$ 4,200.00 >
Total	\$ 13,180.26

*pd 8/15/19
ms*

NONREFUNDABLE

The Developer and the District further agree that in light of the District's commitments, financial and otherwise as set forth in the second paragraph hereof, that all amounts paid hereunder are nonrefundable. The same shall not be returned or refunded in whole or in part regardless of the status of the Developer's financial condition or the status of the construction of the development for whatever reason, even reasons beyond the control of the Developer.

Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

HARPETH VALLEY UTILITIES DISTRICT

Approved as to
Form and Legality

Robert G. Parker
Attorney

By:

[Signature]
President

[Signature]
Secretary

[Signature]
Witness

**DEVELOPER: The Metropolitan Government of
Nashville and Davidson County**

See Attached Signature Page

By(sign): _____

Name(print): _____

Title(print): _____

**ADDRESS: 730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219
(615) 862-8959**

- Exhibit A - On File at Harpeth Valley Utilities District
- Exhibit B - On File at Harpeth Valley Utilities District
- Exhibit C - On File at Harpeth Valley Utilities District
- Exhibit D - On File at Harpeth Valley Utilities District
- Exhibit E – Attached

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Nichelle Hernandez 9/13/19
Purchasing Agent Date

Gay Wittenburg 9-16-19
General Services Director Date

Kim McDaniel 9/16/19
Director of Public Property Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'dneal 9/16/19
Talia Lomax-O'dneal, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

BCW 9/19/19
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

N. Robert Disher 9/19/19
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date

**MEMORANDUM OF UNDERSTANDING FOR
SEWER CONTRACT FOR PUBLIC AND PRIVATE SEWER LINES**

For Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (the "District") sewer service to Nashville Fire Station 37 Bellevue (Development).

It is agreed hereto by and between the District and The Metropolitan Government of Nashville and Davidson County (the "Developer"):

The Developer, his contractor, plumber, or other agents will not be entitled to water or sewer service or connection until final approval of the public and private water and sewer line and appurtenance construction (both on-site and off-site) has been made by the District, and confirmed by the District in writing to the Developer.

Said approval will not be unreasonably withheld.

Proposed Development: Nashville Fire Station 37 Bellevue

DEVELOPER: The Metropolitan Government of Nashville and Davidson County

See Attached Signature Page

By(sign): _____
Name(print): _____
Title(print): _____

HARPETH VALLEY UTILITIES DISTRICT

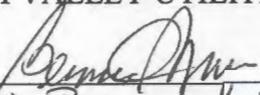
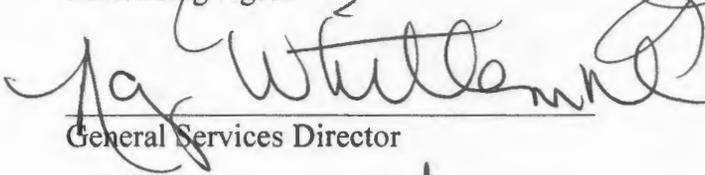
By(sign):  _____
Name(print): BERNARD KWIAS _____
Title(print): PRESIDENT _____

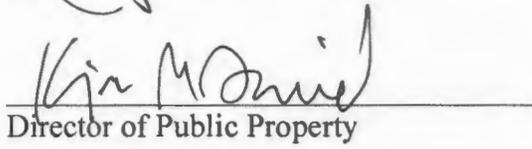
EXHIBIT E

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

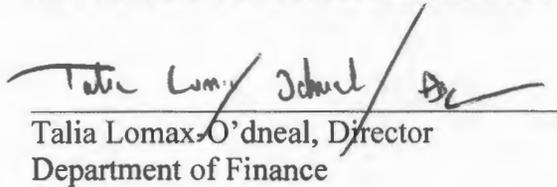
APPROVED:


Purchasing Agent _____ Date _____


General Services Director _____ Date 9-16-19


Director of Public Property _____ Date 9/16/19

APPROVED AS TO AVAILABILITY OF FUNDS:


Talia Lomax O'dneal, Director
Department of Finance _____ Date 9/16/19

APPROVED AS TO RISK AND INSURANCE:


Director of Risk Management Services _____ Date 9/19/19

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney _____ Date 9/19/19

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

HARPETH VALLEY UTILITIES DISTRICT

OF

DAVIDSON AND WILLIAMSON COUNTIES, TENNESSEE

SCHEDULE OF RATES, CHARGES AND FEES

More than one paragraph of this schedule and more than one rate, charge or fee may be applicable and it is necessary to read the entire schedule and appendices hereto to determine all applicable rates, charges and fees set forth in this schedule. All rates, charges and fees are nonrefundable. It will be necessary to visit the District's office at 5838 River Road, Nashville, Tennessee or to call the office at 615-352-7076 to obtain information regarding charges and fees not covered by this schedule.

1. (A) The minimum tapping privilege fee for a single-family structure or each unit of a duplex, triplex, or any other multi-unit residential structure; a single-unit non-residential structure such as a school, church, service station, or other single-unit commercial structure; and each unit of a multi-unit non-residential structure such as a shopping center, office building or other commercial structure shall be determined in accordance with the following schedule based on water meter sizes determined by the District. The tapping privilege fee for a multi-unit structure shall be calculated as if each unit were individually metered.

<u>WATER METER SIZE</u>	<u>WATER Tapping Privilege Fee</u>	<u>WASTEWATER Tapping Privilege Fee</u>
5/8" x 3/4"	\$ 1,800.00	\$ 3,000.00
1"	2,200.00	3,900.00
2"	3,200.00	5,500.00
3"	4,200.00	7,000.00
4"	5,500.00	9,200.00
6"	7,000.00	12,000.00
8"	13,000.00	22,000.00
10"	21,000.00	36,000.00

The minimum tapping privilege fee for an irrigation meter, a fire line meter, and for the largest meter in a fire line assembly meter box containing more than one meter shall be in accordance with the above schedule, but for a multi-unit structure shall not be calculated as if each unit were individually metered. All irrigation lines and fire lines connected to the District's system shall be metered.

(B) The schedule in paragraph 1. (A) is not applicable to the tapping privilege fee for an industrial plant, municipality or utility district, process water or waste for any establishment with commercial garbage or food waste grinders, car wash facility or other usages not specifically listed in paragraph 1. (C) with greater demands on the wastewater system than the average residential household as determined by the District, or any expansion, intensification or change in use to a type covered in this paragraph. Such fee will be determined by the District.

(C) The tapping privilege fees in paragraph 1. (A) for wastewater service are the minimum for such privilege. Fees computed in accordance with the following schedule shall apply if larger than those in paragraph 1. (A). Two or more wastewater tapping privilege fees may apply to a single establishment, e.g., Market with Food or Food Preparation Service in which case it may be necessary for the District to allocate the floor area under roof on the basis of use.

<u>ESTABLISHMENT</u>	<u>WASTEWATER TAPPING PRIVILEGE FEE</u>
Restaurant	\$180 per seat or \$4000 per 1,000 square feet total floor area under roof or fraction thereof, whichever is greater
Food or Food Preparation Service	\$2,000 per 1,000 square feet total floor area under roof or fraction thereof
Fuel Service or other Automotive Related Service	\$120 per pump nozzle plus \$1,200 per service bay
Industrial Facility, domestic sewage only	\$80 per employee, ultimate employment
Hotels/Motels/Assisted Living Facilities	\$400 plus \$400 for each rental unit
Self-Service Laundries	\$1,000 each unit for first 3 washing or cleaning units plus \$300 each unit thereafter
Theatres	\$15 per seat
Market or Shopping Center, general use without food related or laundry service	\$350 per 1,000 square feet total floor area under roof or fraction thereof
Schools or Day Care Service	\$60 per student, ultimate enrollment
Physicians and Dentists	\$120 per 200 square feet total floor area under roof or fraction thereof
Office Buildings	\$100 per 200 square feet total floor area under roof or fraction thereof
Medical Center without beds	\$130 per 200 square feet total floor area under roof or fraction thereof
Medical Center with beds	\$600 per bed
Nursing Homes	\$400 per bed
Church	\$300 per 1,000 square feet total floor area under roof or fraction thereof
Dry Cleaner	\$300 per 1,000 square feet plus \$2,000 per cleaning unit
Beauty Salon	\$400 per work station plus \$600 per 1,000 square feet total floor area under roof or fraction thereof
Veterinarian	\$600 per 1,000 square feet total floor area under roof or fraction thereof

(D) When fire hydrants are installed, the following fire hydrant tapping privilege fees shall apply: installation by a developer on a new line to be owned by the District — \$300.00 installation, including the cost of materials and labor, by the District on an existing line owned by the District, when approved by the District — \$4,000.00 and installation by the customer on a private line, i.e., the customer's side of the meter — \$300.00 For other fees, requirements or restrictions relating to the installation of fire lines, fire line assembly meter boxes of fire hydrants, please contact the District.

(E) The tapping privilege fee for water or wastewater service does not include the cost of service assembly, i.e., making tap and furnishing and installing service line, meter, meter box, inspection point assemblies, yokes, and other fittings, pavement repair or other restorative work, all of which is to be borne by the purchaser.

(F) For miscellaneous charges or fees for labor and materials or other services including but not limited to temporary water for construction, please contact the District.

(G) The water tapping privilege fee for a hotel or motel without food, laundry, beauty parlor or other ancillary services and assisted living facilities without any residential units with washer and dryer connections shall be the larger of the following:

-- The amount set forth under the column captioned WATER, Tapping Privilege Fee in paragraph 1. (A) of this schedule for the size water meter determined by the District to be needed by such hotel or motel or assisted living facility; or

-- \$250.00, plus \$250.00 for each rental unit of such hotel or motel or assisted living facility.

Any additional uses or services other than for the hotel or motel or assisted living facility office and rental units shall be subject to additional charges as determined by the District.

2. Any expansion, intensification or change in the use of a structure shall be subject to the fees set out in this schedule. The applicable fees hereunder for a change in use only shall be reduced by the amount of the applicable fees for the highest use in the five (5) years prior to such change only if all fees for such prior use were paid in full at the inception of the prior use.

3. Each meter including each meter in a fire line assembly meter box is treated as a separate customer or customer account. Each customer account is billed monthly based on the meter reading. Meter readings from more than one meter are not combined or added together for the purpose of calculating water or wastewater bills.

4. In cases either where a structure cannot be served because there is no available District main located within a public road right-of-way or utility easement adjacent to or within the site or where the District requires a purchaser of tapping privileges to extend a District line within a site or adjacent to a site to serve a structure, the purchaser shall be required to

- install and convey title at no cost to the District all required extensions to the District's system in public road rights-of-way or utility easements;
- pay the District inspection fees for water extensions ten (10%) percent and for wastewater extensions eleven (11%) percent of the fair market cost as determined by the District of such extensions; and
- agree to immediately repair or cause to be repaired at no cost to the District all breaks, leaks, or defects of any type whatsoever arising from any cause whatsoever occurring within one year from the date such extensions are accepted in writing by the District.

In cases where the District approves service for multi-structure apartment developments which are to be served through a master meter and owner operated and maintained on-site water or wastewater line extensions and their appurtenances, the construction of the owner operated and maintained line extensions shall be subject to inspection by the District and in accordance with the District's specifications. The ownership and responsibility for operation and maintenance shall remain with the owners of the site and their assigns.

All on-site and off-site construction in connection with extension of the District's water and wastewater lines shall be subject to approval and inspection by the District and in accordance with the District's specifications.

5. The District must approve the size and location of each meter to be installed and the size and location of each private service line. All meters must comply with the specifications of the District. All new domestic water services established on or after January 24, 2011 are required to have a pressure reducing valve on the customer's service line, installed, owned and maintained by the customer.

6. All connections and extensions to the District's system or to any private system connected to the District's system must comply with the specifications of the District.

7. (A)(1) Each customer (i.e., each meter or customer account), except for customers described in paragraph 7.(A)(2), shall pay a monthly customer charge for water service and a monthly customer charge for wastewater service, plus monthly usage charges in accordance with rates based on the amount of water sold as determined by meter measurement as set forth in Appendices 1-5 to this Schedule.

(A)(2) Wastewater customers not utilizing the District's wastewater collection and transmission system (i.e., treatment-only customers) shall pay a monthly customer charge of \$9.00 for wastewater service, plus monthly treatment charges at the rate of \$2.20 per thousand gallons of metered wastewater flow delivered to the District's wastewater treatment plant.

(B) A customer connected to the District's water system utilizing a cooling tower within the customer's potable water system may be entitled to a cooling tower wastewater credit applicable to the District's charges to the customer for wastewater service. A copy of the District's Cooling Tower Wastewater Credit Policy may be requested from the District at the office address or phone number set forth in the first paragraph of this SCHEDULE OF RATES, CHARGES, AND FEES.

8. REQUEST FOR AVAILABILITY OF WATER AND/OR WASTEWATER SERVICE. In order for a developer to receive a letter of availability for water and/or wastewater service, the developer must submit a request in writing to the District and pay a fee of \$200.00

9. REVIEW OF WATER AND/OR WASTEWATER PLANS. Upon submission of the plans for review, the developer must pay a fee of \$1,500.00. This fee will be deducted from the developer's tapping privilege fees or if the tapping privilege fees are less than \$1,500.00 the difference between the tapping privilege fees and the \$1,500.00 fee will be refunded to the developer when a contract is signed by the developer and the District.

10. Each 5/8-inch by 3/4-inch meter needed by a developer or individual shall be purchased from the District at a cost of \$250.00 each.

11. Where a sewage pump station and/or a water booster station or tank is required to serve any area, special charges will be required. Contact the District with regard to charges for these conditions. The minimum special up-front charge for a sewage pump station or a water booster station is \$75,000.00 which shall be paid by the developer to the District at the time the District enters into a contract for wastewater service or water service and which will be reimbursed to the developer at \$750.00 for each unit connected to the pump station or booster station up to one hundred (100) units.

12. Grinder sewage pumps may not be installed or used except with the prior written approval of the District. A grinder pump system maintenance fee of one thousand dollars (\$1,000.00) for each simplex grinder pump system and one thousand six hundred dollars (\$1,600.00) for each duplex grinder pump system proposed to be installed shall be paid to the District as a condition precedent to the District's approval of an application for installation of a grinder pump system. This fee is in addition to the applicant's payment of the cost of the grinder unit (including controls) and appurtenances and the installation thereof and the tapping privilege fee and all other applicable fees. An electrical disconnect box of a size and at a location approved by the District shall be installed by the applicant on the outside of any structure served by a grinder sewage pump. The installation or use of a grinder sewage pump shall also be in strict compliance with all other specifications and policies of the District. For other fees, requirements or restrictions relating to the installation or use of grinder sewage pumps, please contact the District.

**WATER CONTRACT FOR
PUBLIC AND PRIVATE WATER LINES FOR
NASHVILLE FIRE STATION 37 BELLEVUE**

THIS AGREEMENT, made and entered into this 26th day of August, 2019, between Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation, hereinafter referred to as the "District," and **The Metropolitan Government of Nashville and Davidson County** hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the District has installed large storage reservoirs, large pump stations and large distribution lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the District will in the future be responsible for the repair, maintenance and replacement of said public lines herein provided for, and for the maintenance of the total public system, and other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

The District hereby agrees to and will permit the Developer to connect onto the District's **existing twelve inch (12") water line located on the west side of Colice Jeanne Road,** for water service to **Nashville Fire Station 37 Bellevue,** subject to the installation and dedication of the facility by the Developer, and acceptance in writing by the District of any required extensions

of the District's existing water lines necessary to serve the development in accordance with Exhibits A, B and C, hereto.

The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the District on **July 19, 2019**, (Exhibit B), and the District's standard specifications for water lines dated December, 2016 (Exhibit C). Exhibits A, B and C are made a part of this Agreement.

The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost whatsoever to the District, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract which is identified as Exhibit D hereto with **Grade A Construction, LLC**, Contractor, in the amount of **\$186,968.00**.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the District and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, meter boxes, fittings, valves or connections shall be covered until inspected and approved for backfill by the District.

It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, meters, meter boxes, fittings, valves and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

In the event of change in the plat, plans or specifications (but not the District's standard specifications) for the development or the lines or appurtenances to be installed referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Agreement, as though set out verbatim herein, and a copy of said changed plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the District by the Developer.

In addition to the costs of the materials and installation herein provided for, the Developer hereby agrees to and will pay to the District upon the execution of this Agreement an amount equal to ten percent (10%) of the fair market value of said construction as determined by the District, said amount to be paid being \$18,696.80 which is to cover the District's inspection, overhead and administrative costs. The Developer further agrees:

(1) That the Developer will immediately repair or have repaired at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date said public lines, meters, meter boxes, fittings, valves and appurtenances and other required facilities are accepted in writing by the District.

(2) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the District is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(3) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(4) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned **Sewer Contract for Public and Private Sewer Lines for Nashville Fire Station 37 Bellevue.**

The District retains the exclusive rights to further extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the District, the Developer hereby represents and warrants that same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private water lines, meters, meter boxes, fittings, valves and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned, and Developer expressly warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the District.

It is agreed that the District shall have exclusive title and ownership of all public facilities, i.e., the individual water meters serving the development and all facilities on the District's side of the said meters, and the Developer hereby conveys to the District, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the District. The Developer shall, upon request of the District, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

The Developer and the District agree that the fees set forth below shall be paid to the District by the Developer in accordance with this Agreement and the District's Schedule of Rates, Charges and Fees upon the execution of this Agreement. As stated above, however, the Developer must pay all rates, charges and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise, and payment of the fees below is not a representation or confirmation that all such rates, charges and fees have been paid.

One (1) Six Inch (6") Fire Line Tapping Privilege Fee	=\$ 7,000.00
One (1) Six Inch (6") Fire Line Meter	=\$ 6,122.00
One (1) Three Inch (3") Domestic Tapping Privilege Fee	=\$ 4,200.00
One (1) Three Inch (3") Domestic Meter	=\$ 1,950.00
One (1) Two Inch (2") Irrigation Tapping Privilege Fee	=\$ 3,200.00
One (1) Two Inch (2") Meter	=\$ 1,452.04
One (1) Fire Hydrants @ \$300.00 Each	=\$ 300.00
One (1) 12" x 6" Tapping Sleeve and Valve Installed By HVUD	=\$ 3,706.93
10% Inspection & Administrative Fee	=\$ 18,696.80
Credit For Plan Review Fee	<=\$ 1,500.00>
Credit For One (1) and One Half Inch (1-1/2") Tapping Privilege Fee	<=\$ 2,500.00>
TOTAL AMOUNT OF THIS CONTRACT	=\$ 42,627.77
	NONREFUNDABLE

*Rd 8/15/19
ms*

The Developer and the District further agree that in light of the District's commitments, financial and otherwise as set forth in the second paragraph hereof, that all amounts paid hereunder are nonrefundable. The same shall not be returned or refunded in whole or in part regardless of the status of the Developer's financial condition or the status of the construction of the development for whatever reason, even reasons beyond the control of the Developer.

Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

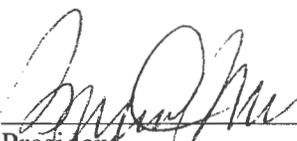
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

HARPETH VALLEY UTILITIES DISTRICT

Approved as to
Form and Legality



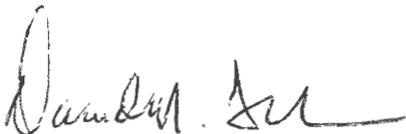
Attorney

By: 

President



Secretary



Witness

DEVELOPER: The Metropolitan Government of
Nashville and Davidson County

See Attached Signature Page

By(sign): _____

Name(print): _____

Title(print): _____

ADDRESS: 730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219
(615) 862-8959

- Exhibit A - On File at Harpeth Valley Utilities District
- Exhibit B - On File at Harpeth Valley Utilities District
- Exhibit C - On File at Harpeth Valley Utilities District
- Exhibit D - On File at Harpeth Valley Utilities District
- Exhibit E - Attached

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Michelle Hernandez Date 9/13/19
Purchasing Agent

Jay Whitehead Date 9-16-19
General Services Director

Kim Mornie Date 9/16/19
Director of Public Property

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'neal Date 9/16/19
Talía Lomax-O'neal, Director
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

BCM Date 9/19/19
Director of Risk Management Services

APPROVED AS TO FORM AND LEGALITY:

N. Alex Diabara Date 9/19/19
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date _____

**MEMORANDUM OF UNDERSTANDING FOR
WATER CONTRACT FOR PUBLIC AND PRIVATE WATER LINES**

For Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (the "District") water service to Nashville Fire Station 37 Bellevue (Development).

It is agreed hereto by and between the District and The Metropolitan Government of Nashville and Davidson County (the "Developer"):

The Developer, his contractor, plumber, or other agents will not be entitled to water or sewer service or connection until final approval of the public and private water and sewer line and appurtenance construction (both on-site and off-site) has been made by the District, and confirmed by the District in writing to the Developer.

Said approval will not be unreasonably withheld.

Proposed Development: Nashville Fire Station 37 Bellevue

DEVELOPER: The Metropolitan Government of Nashville and Davidson County

See Attached Signature Page

By(sign): _____
Name(print): _____
Title(print): _____

HARPETH VALLEY UTILITIES DISTRICT

By(sign): 
Name(print): BERNARD KIVICK
Title(print): PRESIDENT

EXHIBIT E

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Michelle Hernandez 9/13/19
Purchasing Agent Date

Ray Whitehead 9-16-19
General Services Director Date

Wm. Brown 9/16/19
Director of Public Property Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'neal 9/16/19
Talia Lomax-O'neal, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

BCW 9/19/19
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

N. Richardson 9/19/19
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date

HARPETH VALLEY UTILITIES DISTRICT

OF DAVIDSON AND WILLIAMSON COUNTIES, TENNESSEE

SCHEDULE OF RATES, CHARGES AND FEES

More than one paragraph of this schedule and more than one rate, charge or fee may be applicable and it is necessary to read the entire schedule and appendices hereto to determine all applicable rates, charges and fees set forth in this schedule. All rates, charges and fees are nonrefundable. It will be necessary to visit the District's office at 5838 River Road, Nashville, Tennessee or to call the office at 615-352-7076 to obtain information regarding charges and fees not covered by this schedule.

1. (A) The minimum tapping privilege fee for a single-family structure or each unit of a duplex, triplex, or any other multi-unit residential structure; a single-unit non-residential structure such as a school, church, service station, or other single-unit commercial structure; and each unit of a multi-unit non-residential structure such as a shopping center, office building or other commercial structure shall be determined in accordance with the following schedule based on water meter sizes determined by the District. The tapping privilege fee for a multi-unit structure shall be calculated as if each unit were individually metered.

WATER METER SIZE	WATER Tapping Privilege Fee	WASTEWATER Tapping Privilege Fee
5/8" x 3/4"	\$ 1,800.00	\$ 3,000.00
1"	2,200.00	3,900.00
2"	3,200.00	5,500.00
3"	4,200.00	7,000.00
4"	5,500.00	9,200.00
6"	7,000.00	12,000.00
8"	13,000.00	22,000.00
10"	21,000.00	36,000.00

The minimum tapping privilege fee for an irrigation meter, a fire line meter, and for the largest meter in a fire line assembly meter box containing more than one meter shall be in accordance with the above schedule, but for a multi-unit structure shall not be calculated as if each unit were individually metered. All irrigation lines and fire lines connected to the District's system shall be metered.

(B) The schedule in paragraph 1. (A) is not applicable to the tapping privilege fee for an industrial plant, municipality or utility district, process water or waste for any establishment with commercial garbage or food waste grinders, car wash facility or other usages not specifically listed in paragraph 1. (C) with greater demands on the wastewater system than the average residential household as determined by the District, or any expansion, intensification or change in use to a type covered in this paragraph. Such fee will be determined by the District.

(C) The tapping privilege fees in paragraph 1. (A) for wastewater service are the minimum for such privilege. Fees computed in accordance with the following schedule shall apply if larger than those in paragraph 1. (A). Two or more wastewater tapping privilege fees may apply to a single establishment, e.g., Market with Food or Food Preparation Service in which case it may be necessary for the District to allocate the floor area under roof on the basis of use.

ESTABLISHMENT

WASTEWATER TAPPING PRIVILEGE FEE

Restaurant	\$180 per seat or \$4000 per 1,000 square feet total floor area under roof or fraction thereof, whichever is greater
Food or Food Preparation Service	\$2,000 per 1,000 square feet total floor area under roof or fraction thereof
Fuel Service or other Automotive Related Service	\$120 per pump nozzle plus \$1,200 per service bay
Industrial Facility, domestic sewage only	\$80 per employee, ultimate employment
Hotels/Motels/Assisted Living Facilities	\$400 plus \$400 for each rental unit
Self-Service Laundries	\$1,000 each unit for first 3 washing or cleaning units plus \$300 each unit thereafter
Theatres	\$15 per seat
Market or Shopping Center, general use without food related or laundry service	\$350 per 1,000 square feet total floor area under roof or fraction thereof
Schools or Day Care Service	\$60 per student, ultimate enrollment
Physicians and Dentists	\$120 per 200 square feet total floor area under roof or fraction thereof
Office Buildings	\$100 per 200 square feet total floor area under roof or fraction thereof
Medical Center without beds	\$130 per 200 square feet total floor area under roof or fraction thereof
Medical Center with beds	\$600 per bed
Nursing Homes	\$400 per bed
Church	\$300 per 1,000 square feet total floor area under roof or fraction thereof
Dry Cleaner	\$300 per 1,000 square feet plus \$2,000 per cleaning unit
Beauty Salon	\$400 per work station plus \$600 per 1,000 square feet total floor area under roof or fraction thereof
Veterinarian	\$600 per 1,000 square feet total floor area under roof or fraction thereof

(D) When fire hydrants are installed, the following fire hydrant tapping privilege fees shall apply: installation by a developer on a new line to be owned by the District — \$300.00 installation, including the cost of materials and labor, by the District on an existing line owned by the District, when approved by the District — \$4,000.00 and installation by the customer on a private line, i.e., the customer's side of the meter — \$300.00 For other fees, requirements or restrictions relating to the installation of fire lines, fire line assembly meter boxes or fire hydrants, please contact the District.

(E) The tapping privilege fee for water or wastewater service does not include the cost of service assembly, i.e., making tap and furnishing and installing service line, meter, meter box, inspection point assemblies, yokes, and other fittings, pavement repair or other restorative work, all of which is to be borne by the purchaser.

(F) For miscellaneous charges or fees for labor and materials or other services including but not limited to temporary water for construction, please contact the District.

(G) The water tapping privilege fee for a hotel or motel without food, laundry, beauty parlor or other ancillary services and assisted living facilities without any residential units with washer and dryer connections shall be the larger of the following:

-- The amount set forth under the column captioned WATER, Tapping Privilege Fee in paragraph 1. (A) of this schedule for the size water meter determined by the District to be needed by such hotel or motel or assisted living facility; or

-- \$250.00, plus \$250.00 for each rental unit of such hotel or motel or assisted living facility.

Any additional uses or services other than for the hotel or motel or assisted living facility office and rental units shall be subject to additional charges as determined by the District.

2. Any expansion, intensification or change in the use of a structure shall be subject to the fees set out in this schedule. The applicable fees hereunder for a change in use only shall be reduced by the amount of the applicable fees for the highest use in the five (5) years prior to such change only if all fees for such prior use were paid in full at the inception of the prior use.

3. Each meter including each meter in a fire line assembly meter box is treated as a separate customer or customer account. Each customer account is billed monthly based on the meter reading. Meter readings from more than one meter are not combined or added together for the purpose of calculating water or wastewater bills.

4. In cases either where a structure cannot be served because there is no available District main located within a public road right-of-way or utility easement adjacent to or within the site or where the District requires a purchaser of tapping privileges to extend a District line within a site or adjacent to a site to serve a structure, the purchaser shall be required to

- install and convey title at no cost to the District all required extensions to the District's system in public road rights-of-way or utility easements;
- pay the District inspection fees for water extensions ten (10%) percent and for wastewater extensions eleven (11%) percent of the fair market cost as determined by the District of such extensions; and
- agree to immediately repair or cause to be repaired at no cost to the District all breaks, leaks, or defects of any type whatsoever arising from any cause whatsoever occurring within one year from the date such extensions are accepted in writing by the District.

In cases where the District approves service for multi-structure apartment developments which are to be served through a master meter and owner operated and maintained on-site water or wastewater line extensions and their appurtenances, the construction of the owner operated and maintained line extensions shall be subject to inspection by the District and in accordance with the District's specifications. The ownership and responsibility for operation and maintenance shall remain with the owners of the site and their assigns.

All on-site and off-site construction in connection with extension of the District's water and wastewater lines shall be subject to approval and inspection by the District and in accordance with the District's specifications.

5. The District must approve the size and location of each meter to be installed and the size and location of each private service line. All meters must comply with the specifications of the District. All new domestic water services established on or after January 24, 2011 are required to have a pressure reducing valve on the customer's service line, installed, owned and maintained by the customer.

6. All connections and extensions to the District's system or to any private system connected to the District's system must comply with the specifications of the District.

7. (A)(1) Each customer (i.e., each meter or customer account), except for customers described in paragraph 7.(A)(2), shall pay a monthly customer charge for water service and a monthly customer charge for wastewater service, plus monthly usage charges in accordance with rates based on the amount of water sold as determined by meter measurement as set forth in Appendices 1-5 to this Schedule.

(A)(2) Wastewater customers not utilizing the District's wastewater collection and transmission system (i.e., treatment-only customers) shall pay a monthly customer charge of \$9.00 for wastewater service, plus monthly treatment charges at the rate of \$2.20 per thousand gallons of metered wastewater flow delivered to the District's wastewater treatment plant.

(B) A customer connected to the District's water system utilizing a cooling tower within the customer's potable water system may be entitled to a cooling tower wastewater credit applicable to the District's charges to the customer for wastewater service. A copy of the District's Cooling Tower Wastewater Credit Policy may be requested from the District at the office address or phone number set forth in the first paragraph of this SCHEDULE OF RATES, CHARGES, AND FEES.

8. REQUEST FOR AVAILABILITY OF WATER AND/OR WASTEWATER SERVICE. In order for a developer to receive a letter of availability for water and/or wastewater service, the developer must submit a request in writing to the District and pay a fee of \$200.00

9. REVIEW OF WATER AND/OR WASTEWATER PLANS. Upon submission of the plans for review, the developer must pay a fee of \$1,500.00. This fee will be deducted from the developer's tapping privilege fees or if the tapping privilege fees are less than \$1,500.00 the difference between the tapping privilege fees and the \$1,500.00 fee will be refunded to the developer when a contract is signed by the developer and the District.

10. Each 5/8-inch by 3/4-inch meter needed by a developer or individual shall be purchased from the District at a cost of \$250.00 each.

11. Where a sewage pump station and/or a water booster station or tank is required to serve any area, special charges will be required. Contact the District with regard to charges for these conditions. The minimum special up-front charge for a sewage pump station or a water booster station is \$75,000.00 which shall be paid by the developer to the District at the time the District enters into a contract for wastewater service or water service and which will be reimbursed to the developer at \$750.00 for each unit connected to the pump station or booster station up to one hundred (100) units.

12. Grinder sewage pumps may not be installed or used except with the prior written approval of the District. A grinder pump system maintenance fee of one thousand dollars (\$1,000.00) for each simplex grinder pump system and one thousand six hundred dollars (\$1,600.00) for each duplex grinder pump system proposed to be installed shall be paid to the District as a condition precedent to the District's approval of an application for installation of a grinder pump system. This fee is in addition to the applicant's payment of the cost of the grinder unit (including controls) and appurtenances and the installation thereof and the tapping privilege fee and all other applicable fees. An electrical disconnect box of a size and at a location approved by the District shall be installed by the applicant on the outside of any structure serviced by a grinder sewage pump. The installation or use of a grinder sewage pump shall also be in strict compliance with all other specifications and policies of the District. For other fees, requirements or restrictions relating to the installation or use of grinder sewage pumps, please contact the District.