

**OWL CREEK BASIN
SEWER MAIN TRANSFER
CITY OF BRENTWOOD**

1 inch equals 519.280341 feet

**FOURTH AMENDMENT TO THE MAY 21, 1979 AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY AND
THE CITY OF BRENTWOOD OF
WILLIAMSON COUNTY, TENNESSEE**

1998

THIS AGREEMENT, made and entered into this 3rd day of February, 1998, by and between The Metropolitan Government of Nashville and Davidson County, a political subdivision of the State of Tennessee, hereafter referred to as "METRO", and the City of Brentwood of Williamson County, Tennessee, hereafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, METRO has entered into an agreement with MUNICIPALITY on May 21, 1979 which provided in Article VII, 1. Capital Cost, that when capital facilities "must be expanded, or additional facilities constructed in order to accommodate increased flow or loads, then the cost of said expansion or construction shall be allocated to METRO, MUNICIPALITY and other Participants contributing flow to those facilities..."; and

WHEREAS, METRO and MUNICIPALITY has determined that capacity is needed in the Mill Creek and Owl Creek Basins to serve their future waste water service requirements in Williamson County.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: Unless the context specifically indicates otherwise, the original Agreement of May 21, 1979 and all amendments thereto shall remain in full force and effect with this Amendment only providing for capital participation required from MUNICIPALITY. The capital participation calculations contained herein shall restore to METRO its previously funded capacity and provide additional capacity to METRO and MUNICIPALITY in Williamson County in the following projects as detailed in Exhibit A.

The monies to fund MUNICIPALITY'S capital participation pursuant to this Amendment shall be paid as follows:

A) Estimated amounts for projects completed will be invoiced as of January 1, 1998 as indicated on Exhibit A, shall be due and payable by February 28, 1998 after the execution of this agreement. Payments from either METRO or MUNICIPALITY to reflect the adjustment from the estimated amount to actual, without additional interest, shall be made within 30 days after the close out of all of the currently completed projects.

B) METRO shall invoice MUNICIPALITY, upon final execution of this agreement, for MUNICIPALITY'S share of project costs incurred to date, on those projects currently under construction. MUNICIPALITY shall pay METRO the total of these invoices within 30 days of the date of invoice. MUNICIPALITY shall pay METRO its share of Payment Requests, as approved by METRO, within 10 days of invoice from METRO.

C) Availability of the estimated amounts for projects, included on Exhibit A, not under contract at the time of the execution of this agreement shall be certified by MUNICIPALITY to METRO prior to the award of each new project. MUNICIPALITY shall pay METRO its share of Payment Requests, as approved by METRO, within 10 days of invoice from METRO.

EXHIBIT

B

SECTION 2: MUNICIPALITY will be responsible for purchasing, installation and maintenance of all sewage flow meters at the point of connection as shown on attached Exhibit 1 between MUNICIPALITY and METRO boundaries. If meters suitable for continuously reading the flow are not available, then METRO will use water consumption for all tributary lines flowing from the MUNICIPALITY at each point(s) of connection which is/are not metered. The sewerage flow from the MUNICIPALITY will be computed as METRO would for any of its residential customers by providing an adjustment for the three months, May, June and July based upon January, February and March usage. MUNICIPALITY will continue to survey the industry, and should suitable flow meters be manufactured at a future date, MUNICIPALITY will install these meters and notify METRO as to their use for billing purposes. In no event can the sewerage flow at the point of connection exceed 75,000 gpd in any 24 hour period without a sewerage flow meter. MUNICIPALITY will read the water meters of the sewerage accounts monthly and compute the amount of money owed METRO. Such payment will be made to METRO within twenty (20) days of actual reading. METRO will have the right to check the calibration of each meter for accuracy at its expense at anytime during the period of service.

SECTION 3: METRO agrees to reimburse MUNICIPALITY for its cost associated with the design of the Owl Creek Trunk Sewer, based upon its share of the peak flow identified for METRO. This cost will be paid upon invoice from MUNICIPALITY to METRO.

IN WITNESS WHEREOF, The Metropolitan Government of Nashville and Davidson County, by the Metropolitan County Mayor, and the MUNICIPALITY of the City of Brentwood of Williamson County, Tennessee, by the Mayor, have caused this agreement to be signed this ____ day of _____, 1997.

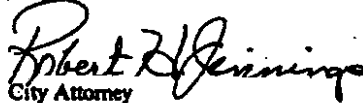
**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

CITY OF BRENTWOOD

RECOMMENDED:

**APPROVED AS TO FORM AND
LEGALITY:**



James Williams, Jr., Director
Dept. of Water and Sewerage Services


City Attorney

**APPROVED AS TO FORM
AND LEGALITY:**

EXECUTED BY:


Metropolitan Attorney


Mayor

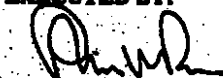
APPROVED BY:

ATTEST:


Director of Finance


City Recorder

EXECUTED BY:


Metropolitan Mayor

Authorized by City of Brentwood
Resolution No. 87-65

ATTEST:


Metropolitan Clerk

Authorized by Metropolitan Council
Ordinance No. _____

FILED
METROPOLITAN
COUNCIL
DEC 9 3 51 PM '97

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Ord. No. **097-1030**

MINUTE BOOK 2059 PAGE NO. 317

AN ORDINANCE AUTHORIZING THE METROPOLITAN MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE MAY 21, 1979 AGREEMENT WITH THE CITY OF BRENTWOOD FOR THE PURCHASE OF WASTE WATER TREATMENT AND TREATMENT CAPACITY IN THE CENTRAL SUBDRAINAGE AREA

Introduced DEC 16 1997
Passed first Reading DEC 16 1997
Referred to BUDGET & FINANCE;
COMMITTEES
Amended
Passed second Reading JAN 20 1998
Referred to
Passed third Reading FEB 3 1998

Approved FEB 6 1998

By [Signature]
Metropolitan Mayor

Departments Notified
Advertised