

CHURCH HILL (TENN.)

Sewer AGREEMENT

V-F

THIS AGREEMENT is entered into this 17th day of March, 1993, by and between the CITY OF CHURCH HILL, TENNESSEE, hereinafter referred to as "City" and THE FIRST UTILITY DISTRICT OF HAWKINS COUNTY, TENNESSEE, hereinafter referred to as "utility district."

## WITNESSETH:

WHEREAS, the City of Church Hill, Tennessee, feels an obligation to provide water service to all residents of the City; and

WHEREAS, the utility district is authorized by its charter granted pursuant to the Utility District Law of 1937, T.C.A. §7-82-101 et seq. to provide water service to the area of eastern Hawkins County, which includes all of the City of Church Hill, Tennessee; and

WHEREAS, the expanding needs of the City require the water service supplied by the utility district; and

WHEREAS, the City has installed a sanitary sewer system, the revenue from which is to be used to pay bonds issued or to be issued by the City; and

WHEREAS, the City has passed a Wastewater Treatment System Ordinance No. 238, Church Hill Municipal Code §13-101 et seq., which shall be incorporated into this agreement in its entirety; and

WHEREAS, T.C.A. §7-35-201 allows the utility district to terminate water service to customers of the City's sanitary sewer system and to re-establish water service only upon payment of all arrearage and reconnection fee; and

WHEREAS, the utility district desires to cooperate with the City and promote the health, welfare, and safety of the inhabitants thereof;

## IT IS THEREFORE AGREED:

1. The First Utility District of Hawkins County, Tennessee will do all billing of sewer bills for the City and the functions hereinafter enumerated for a fee of sixty cents (60¢) per customer per monthly billing period.

m and re-establish

MTAS LIBRARY  
UNIV. OF TENN.

AUG 10 1993

2. Any delinquent sewer bill equaling or exceeding Sixty Dollars (\$60.00) shall be deemed in arrears and the utility district will cut off water service to said customer until said bill has been paid in full.

3. The utility district will add its disconnect and reconnect charges to the customer's water bill.

4. The utility district shall have the discretion to adjust sewer bills, just as it adjusts water bills in the event of good cause shown by the customer, but to no greater or lesser extent than it adjusts water bills. Such adjustments will be for waterline breakages and similar type exigencies.

5. The City agrees to abide by all laws, rules and regulations governing the discontinuance of water service for failure to pay the charges for sewer bills.

6. The City will hold the utility district harmless from any damages or causes of action, which may arise as a result of the utility district refusing service to or disconnecting any such customer as requested by the City.

7. The utility district agrees to use the water meter readings for each customer and compute, based upon the Church Hill Wastewater Treatment System Ordinance and amendments hereto and the formula provided by the City, each customer's sanitary sewer bill. The utility district agrees to, on a form agreed upon by the City, deliver to said customer(s) as it delivers the customer's water bill and at the same time as it delivers the customer's water bill, the customer's sanitary sewer bill--all in substantially the same manner as the utility district delivers its water bills. The City agrees to compensate the utility district for performing the aforescribed billing function at the rate of sixty cents (60¢) per bill.

8. The utility district shall fully repair all streets in the City damaged due to utility district servicing activities.

9. In consideration of the utility district's complying with the above-stated conditions, the City agrees to allow the utility district to utilize the streets and rights-of-way of the City for its existing water lines and equipment.

10. Prior to the utility district placing lines in any street where no prior lines have been installed, utility district will apply for prior consent from the City to be given in writing only to be effective.

11. This agreement shall take effect immediately and shall remain in effect until this agreement is renegotiated at any time upon the mutual agreement of the parties, but in the absence of mutual agreement either party wishing to renegotiate shall give the other six (6) months notice of its intention to renegotiate.

12. Each party pledges good faith toward its dealings with the other--all for the mutual benefit and good of the citizens of Church Hill, Tennessee and the customers of The First Utility District.

13. This agreement shall become null and void upon the relinquishment or dissolution of the Charter for the City of Church Hill, Tennessee.

WITNESS the signatures of the parties hereto this the day and date first above-written.

THE FIRST UTILITY DISTRICT OF  
HAWKINS COUNTY, TENNESSEE

BY: *Tom Fittler*  
CHAIRMAN  
Board of Directors

THE CITY OF CHURCH HILL, TENNESSEE

BY: *Paul Morrison*  
PAUL MORRISON, Mayor

ATTEST:

*Mark Sandidge*  
MARK SANDIDGE, City Recorder

APPROVED AS TO FORM:

*Michael A. Faulk*  
MICHAEL A. FAULK, City Attorney