

APR-14-2000 13:43

Water-Contracts

VF

East Ridge (Tenn.)
Catoosa County (Ga.)



City of East
1517 Tombras Avenue, Tennessee 37412
telephone (423) 867-7711
fax (423) 867-7340

V-F

UT MTAS Library
37996007305 2

Water company agreements

FAX COVERSHEET

NAME: Leah Cox

FIRM: MTAS

FAX NUMBER: 865-974-0423

LOCATION: _____

FROM: David Mays

Total Number of Pages 10 (including coversheet)

Sending Information Date 4/14/00 Time 1:38 A.M. P.M.

If you do not receive all the pages, or transmission is faulty, please call us back as soon as possible at the above listed number.

COMMENTS:

A G R E E M E N T

THIS AGREEMENT, made and entered into this 14th day of July, 1983, by and between TENNESSEE-AMERICAN WATER COMPANY, a corporation organized and existing under the Laws of the State of Tennessee, (hereinafter referred to as "Water Company"), and the CITY OF EAST RIDGE, TENNESSEE, a municipal corporation (hereinafter referred to as "City").

WHEREAS, the Water Company is engaged in the business of providing water service to the general public in Chattanooga, Tennessee, and areas adjacent thereto, including the CITY OF EAST RIDGE, and

WHEREAS, the City maintains a sewer collecting system within the service area of the Water Company located in Hamilton County, Tennessee, and

WHEREAS, the City has requested the Water Company to perform billing, collecting and accounting for certain customers of the City receiving sewer service in the areas serviced by the Water Company, and

WHEREAS, the Water Company has agreed to provide said service to the City.

NOW, THEREFORE, for and in the consideration of the sum of One (\$1.00) Dollar and the mutual covenants and conditions contained herein, it is agreed as follows:

- (1) The City and the Water Company will confer and will jointly designate and cause to be identified the computer records of customers of the Water Company in order to identify the water service accounts which shall be billed for sewer service charges for the City.

(2) The sewer customer billing, collecting and accounting service obligations of the Water Company shall apply to those users of the Sewer System of the City identified in paragraph (1) above.

(3) The City will (1) provide the Water Company with the rate or rates to be charged for sewer service; (2) advise the Water Company as to how said charges shall be computed; (3) advise the Water Company of any revisions of such rate or the method of computing the sewer charges. It is understood that the sewer charges shall be billed for the same time periods as the Water Company uses for the billing of its customers for water service.

(4) The Water Company agrees to administer such accounts of the City set out in paragraph (1) above and during the Water Company's regular and periodic billing procedure, cause to be billed and collected from each water customer under such account, as an added and designated item on the water service bill, the sewer charges for the indicated quantity of water used at the established schedule of sewer service rates established by the City.

(5) The Water Company agrees to observe the same diligence, policies and procedures in the billing, collecting and accounting of sewer accounts as used by the Water Company in billing, collecting and accounting for its water service accounts, except that the Water Company shall not be obligated to institute or maintain suits at law for the collection of sewer accounts. Provided, however, in all cases where the water and sewer charges are not paid in full by the customer, the amount of the partial payment remitted to the City by the Water Company will be apportioned between the City and

and the Water Company based on the ratio between the water charge and the sewer charge of the bills, i.e., $\frac{\text{Sewer Charge}}{\text{Water Charge} + \text{Sewer Charge}} \times \text{Amount Paid} = \text{Amount Remitted to City}$.

(6) (a) Computer calculated water bill adjustments resulting from over or under estimated water usage, which are granted to water customers by the Water Company, shall be accepted by the City and recognized in determining the billing for sewer service charges.

(b) The City agrees that other adjustments to water bills for over or under registration of water meters, underground leaks, establishment of water used by customers when water meters have been inoperative, incorrect meter readings or other recognized proper adjustments, which are granted to water customers by the Water Company, will be accepted by the City and such adjustments for water use shall be applicable to obtain the adjusted billing for sewer service charges.

(7) The Water Company shall not be required to shut off water for non-payment of sewer service charges nor pursue legal proceedings to force payment of delinquent accounts; provided, however, nothing in this agreement shall interfere with, inhibit or delay the Water Company from discontinuing its service to any water customer at any time in order that the Water Company may enforce its own rules and regulations relative to water service or payments of water service accounts.

(8) The Water Company agrees to render the City monthly reports as to gross billing, the amounts of adjustments to meter readings and adjustments to billing and uncollectible bills and accounts as may be required for a proper audit of the sewer service charge accounts of the City. Such monthly reports shall be rendered on or about the 20th day of the following month. At the

time of rendering such monthly report, the Water Company shall render a statement of account between the City and the Water Company under this agreement. Payment of any balance payable under the statements of accounts shall be made within ten (10) days of the rendering of the statement of accounts.

(9) As consideration for the outlined services, the Water Company agrees to charge and receive a charge which shall be determined and approved by the Tennessee Public Service Commission from time to time and which charge is presently 0.363 cents per bill rendered as per Water Company's Tariff Sheet "Tennessee PSC No. 15, Original Sheet 6."

(10) This agreement shall continue in full force and effect for a term beginning on the effective date hereof and ending on July 31, 1984, and from year to year thereafter, subject to the further provision, however, that either party may cancel this agreement at any time by giving six (6) months written notice to the other party.

(11) Whenever notice to the City is required, it shall be addressed, by registered mail, to the City Manager, City of East Ridge, 1501 Tombras Avenue, East Ridge, Tennessee 37412. When notice to the Water Company is required, it shall be addressed, by registered mail, to the Vice President-Manager of Tennessee-American Water Company, P. O. Box 6338, Chattanooga, Tennessee 37401.

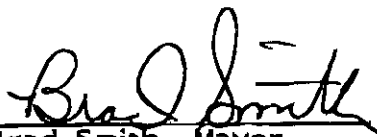
(12) This agreement shall inure to the benefits to the successors and assigns of the Water Company and the City.

(13) This agreement shall become effective on the date of the execution hereof. The Water Company will commence billing on August 1, 1983.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

CITY OF EAST RIDGE,
TENNESSEE

TENNESSEE-AMERICAN WATER COMPANY

By: 
Brad Smith, Mayor

By: _____
Ron Wene, Vice President-Manager

By: 
Charles H. Gass, Clerk

ATTEST:

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 1983, by and between CATOOSA COUNTY WATER AND SEWAGE DISTRICT, a political subdivision of the State of Georgia, (hereinafter referred to as "Water Company"), and the CITY OF EAST RIDGE, TENNESSEE, a municipal corporation (hereinafter referred to as "City").

WHEREAS, the Water Company is engaged in the business of providing water service to the general public in Catoosa County, and areas adjacent thereto, including the City of East Ridge, and

WHEREAS, the City maintains a sewer collecting system within the service area of the Water Company located in Ringgold, Georgia, and

WHEREAS, the City has requested the Water Company to perform billing, collecting and accounting for certain customers of the City receiving sewer service in the areas serviced by the Water Company, and

WHEREAS, the Water Company has agreed to provide said service to the City.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and the mutual covenants and conditions contained herein, it is agreed as follows:

(1) The City and the Water Company will confer and will jointly designate and cause to be identified the computer records of customers of the Water Company in order to identify the water service accounts which shall be billed for sewer service charges for the City.

(2) The sewer customer billing, collecting and accounting service obligations of the Water Company shall apply to those users of the Sewer System of the City identified in paragraph (1) above.

(3) The City will (1) provide the Water Company with the rate or rates to be charged for sewer service; (2) advise the

Water Company as to how said charges shall be computed; (3) advise the Water Company of any revisions of such rate or the method of computing the sewer charges. It is understood that the sewer charges shall be billed for the same time periods as the Water Company uses for the billing of its customers for water service.

(4) The Water Company agrees to administer such accounts of the City set out in paragraph (1) above and during the Water Company's regular and periodic billing procedure, cause to be billed and collected from each water customer under such account, as an added designated item on the water service bill, the sewer charges for the indicated quantity of water used at the established schedule of sewer service rates established by the City.

(5) The Water Company agrees to observe the same diligence, policies and procedures in the billing, collecting and accounting of sewer accounts as used by the Water Company in billing, collecting and accounting for its water service accounts, except that the Water Company shall not be obligated to institute or maintain suits at law for the collection of sewer accounts. Provided, however, in all cases where the water and sewer charges are not paid in full by the customer, the amount of the partial payment remitted to the City by the Water Company will be apportioned between the City and the Water Company based on the ratio between the water charge and the sewer charge of the bills, i.e.,

$$\frac{\text{Sewer Charge}}{\text{Water Charge} + \text{Sewer Charge}} \times \text{Amount Paid} = \text{Amount Remitted to City.}$$

(6) (a) Computer calculated water bill adjustments resulting from over or under estimated water usage, which are granted to water customers by the Water Company, shall be accepted by the City and recognized in determining the billing for sewer service charges.

(b) The City agrees that other adjustments to water bills for over or under registration of water meters, underground leaks, establishment of water used by customers when water meters

have been inoperative, incorrect meter readings or other recognized proper adjustments, which are granted to water customers by the Water Company, will be accepted by the City and such adjustments for water use shall be applicable to obtain the adjusted billing for sewer service charges.

(7) The Water Company shall not be required to shut off water for non-payment of sewer service charges nor pursue legal proceedings to force payment of delinquent accounts; provided, however, nothing in this agreement shall interfere with, inhibit or delay the Water Company from discontinuing its service to any water customer at any time in order that the Water Company may enforce its own rules and regulations relative to water service or payments of water service accounts.

(8) The Water Company agrees to render the City monthly reports as to gross billing, the amounts of adjustments to meter readings and adjustments to billing and uncollectible bills and accounts as may be required for a proper audit of the sewer service charge accounts of the City. Such monthly reports shall be rendered on or about the 20th day of the following month. At the time of rendering such monthly report, the Water Company shall render a statement of account between the City and the Water Company under this agreement. Payment of any balance payable under the statement of accounts shall be made within ten (10) days of the rendering of the statement of accounts.

(9) As consideration for the outlined service, the Water Company agrees to charge and receive a charge of 12 1/2 percent of total charges per month collected for sewer service to the customers identified in paragraph (1).

(10) This agreement shall continue in full force and effect for a term beginning on the effective date hereof and ending on July 31, 1984, and from year to year thereafter, subject to the further provision, however, that either party may cancel this agreement at any time by giving six (6) months written notice to the other party.

(11) Whenever notice to the City is required, it shall be addressed, by registered mail, to the City Administrator, City of East Ridge, 1501 Tombras Avenue, East Ridge, Tennessee 37412. When notice to the Water Company is required, it shall be addressed, by registered mail, to Rebecca Swanson of the Catoosa County Water and Sewage District, P. O. Box P, Ringgold, Georgia 30736.

(12) This agreement shall inure to the benefits to the successors and assigns of the Water Company and the City.

(13) This agreement shall become effective on the date of the execution hereof. The Water Company will commence billing on September 1, 1983.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

CITY OF EAST RIDGE, TENNESSEE

CATOOSA COUNTY WATER DISTRICT

By: Brad Smith
Brad Smith, Mayor

B. Buff
B. Buff, Chairman

By: Charles H. Gass
Charles H. Gass, Clerk