

RESOLUTION NO. 3-09-4


**Requested by: Williamson County Mayor  
Water and Wastewater Authority**

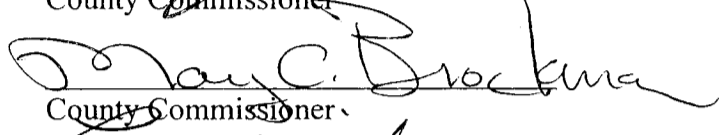
**A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT WITH THE CITY  
OF FRANKLIN CONCERNING SANITARY SEWER FOR THE  
MEADOWGREEN/GRASSLAND SEWER PROJECT AREA IN THE  
UNINCORPORATED COUNTY**

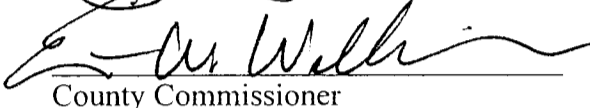
- WHEREAS,** Williamson County, Tennessee by and through its Water and Wastewater Authority sought information related to the state of failing septic systems in the northern part of Williamson County and alternatives to correct the problem; and
- WHEREAS,** engineering consultants Smith Seckman Reid were engaged to conduct the study which was completed in August of 2003 and adopted by the Water and Wastewater Authority on October 14, 2003; and
- WHEREAS,** providing the availability of public sewer to the properties in the study area in order to eliminate the usage of failing septic systems is in the best interest of the property owners, the community as a whole and the general public health and welfare of the citizens of Williamson County; and
- WHEREAS,** on May 10, 2004, the Board of County Commissioners approved Resolution Number 5-04-22, a Resolution of Intent to Fund the Construction of Sewage Trunk Lines to be Part of a Sewage Collection System for the Provision of Sewage Services for these residents, through the issuance of bonds to be repaid by the affected homeowners; and
- WHEREAS,** the City of Franklin (the "City") is currently the water provider for the residents of the subdivisions contained within the Meadowgreen/Grassland Sewer Project, which includes Meadowgreen, Hillsboro Acres, Brownwood and Farmington Subdivisions; and
- WHEREAS,** the City has the ability to accept the domestic sewage from the residents in these subdivisions for treatment at its wastewater treatment plant; and
- WHEREAS,** the Board of County Commissioners has previously expressly declared that the installation of the sewer trunk lines within the bounds of the Project Area is necessary and a valid public purpose as required by Tennessee Code Annotated Title 29, Chapter 17, Part 1 and a valid county purpose as required by Tennessee Code Annotated Title 29, Chapter 17, Part 2; and
- WHEREAS,** the County and the City are authorized by Tennessee Code Annotated, Title 12, Chapter 9, Part 1, the "Interlocal Cooperation Act" to enter into joint agreements with governmental entities for the joint provision of services or facilities to promote the most efficient use of their powers; and
- WHEREAS,** the County and the City desire to enter into an "AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE CONCERNING SANITARY SEWER SERVICE FOR A CERTAIN AREA OF THE UNINCORPORATED COUNTY" which is attached hereto as Attachment A and incorporated herein; and
- WHEREAS,** a condition precedent to the execution of the agreement is the approval of same by the County Commission and its authorization for execution by the County Mayor; and
- WHEREAS,** the terms of this agreement are in the best interest of the residents in these subdivisions in order to make available public sanitary sewer services.

**NOW THEREFORE BE IT RESOLVED**, that the Williamson County Board of Commissioners on this the 9<sup>th</sup> day of March, 2009 hereby approves the attached Interlocal Agreement with the City of Franklin and authorizes its execution by the County Mayor.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Water and Wastewater Authority: For: \_\_\_\_\_ Against: \_\_\_\_\_  
Property Committee For: \_\_\_\_\_ Against: \_\_\_\_\_  
Budget Committee: For: \_\_\_\_\_ Against: \_\_\_\_\_

Commission Action Taken: For: \_\_\_\_\_ Against: \_\_\_\_\_ Pass: \_\_\_\_\_ Out: \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN THE  
CITY OF FRANKLIN, TENNESSEE AND  
WILLIAMSON COUNTY, TENNESSEE  
CONCERNING SANITARY SEWER SERVICE FOR A CERTAIN AREA OF  
THE UNINCORPORATED COUNTY**

**THIS AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, hereinafter referred to as (“City”), and **WILLIAMSON COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as (“County”) pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated §§12-9-101 to -109.

**WHEREAS**, residents of subdivisions in the unincorporated County, including Meadowgreen, Hillsboro Acres, Brownwood and Farmington Subdivisions, desire assistance and alternatives to the use of subsurface treatment and disposal of domestic sewage;

**WHEREAS**, the City is currently the water provider for the residents of these subdivisions;

**WHEREAS**, the City has the ability to accept the domestic sewage from these residents for treatment at its wastewater treatment plant (Water Reclamation Plant);

**WHEREAS**, County desires to assist the residents of those subdivisions by installing, constructing and owning a sanitary sewer collection pipeline system utilized within these subdivisions to convey such domestic sewage to the City’s facilities for treatment; and

**WHEREAS**, it is in the best interest of the City and County to enter into this Agreement to define the rights, duties, powers, liabilities and responsibilities of each with regards to the sanitary sewer collection system.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

**PART I. PURPOSE**

The purpose of this Agreement is to set forth the obligations and rights of the parties in the construction, operation and maintenance of a sanitary sewer collection pipeline system for the health, safety and welfare of the residents of a certain area of the unincorporated Williamson County.

**PART II. DEFINITIONS**

1. “City” means Franklin, Tennessee.
2. “County” means Williamson County, Tennessee.
3. “Grinder Pump Unit” means the grinder pump, basin, controls and electrical connections installed at each individual property necessary for the proper operation of the Pipeline Collection System.
4. “Pipeline Collection System” means the sanitary sewer lines constructed or installed by Williamson County to convey the domestic sewage from the individual properties in the Subdivisions to the City Wastewater Treatment System.
5. “Quarterly or Quarter” shall mean every three (3) months, based on the calendar year. For purposes of this Ordinance, the quarters shall end in March, June, September and December.
6. “Subdivisions” mean the properties within the Meadowgreen, Hillsboro Acres, Brownwood and Farmington Subdivisions and any adjacent properties

identified as a part of the Meadowgreen Area Sanitary Sewer System Project in the plans and specifications as prepared by Smith Seckman Reid (SSR) dated \_\_\_\_\_ attached hereto and incorporated herein as Exhibit A.

7. "TDEC" means the Tennessee Department of Environment and Conservation.
8. "Wastewater Treatment System" means the facilities owned, operated and maintained by the City for the treatment of effluent.

### **PART III. CONSTRUCTION, OPERATION AND OWNERSHIP OF SANITARY SEWER PIPELINE COLLECTION SYSTEM**

1. **Construction of Pipeline Collection System.** County will construct a the Pipeline Collection System within the Meadowgreen, Hillsboro Acres, Brownwood and Farmington Subdivisions and fund the required upgrade to the City's Fieldstone Farms Pump Station #2 and associated force main.

(a) County will construct the Pipeline Collection System within County right-of-way within the Subdivisions. In the event County cannot install a portion of the Pipeline Collection System within County right-of-way, County shall be responsible for obtaining at its expense a sanitary sewer easement from any property owner upon whose property the Pipeline Collection System must be installed. Such easements shall run with the land and be recorded with the Williamson County Register of Deeds Office.

(b) County shall be responsible for any repairs necessary to County roads as a result of the construction of the Pipeline Collection System and shall return any private property disturbed by the construction of the Pipeline Collection System to its previous condition.

(c) County shall be responsible for having an engineering firm licensed in Tennessee prepare the plans and specifications for the construction of the Sanitary Sewer pipeline collection system within the Subdivisions. These plans and specifications shall be reviewed and approved by the City before submission to TDEC for approval and before requesting bids on the construction of the Pipeline Collection System. In the event TDEC requires that the City rather than the County submit the construction plans to TDEC for review and approval, the City agrees to do so with all costs associated with said submission being the responsibility of County.

(d) County shall hire at its expense an inspector to inspect the construction of the Pipeline Collection System to make sure the construction is done in accordance with the plans and specifications approved by the City and TDEC. City reserves the right to inspect the installation of the Pipeline Collection System during construction as it deems necessary. The contractor hired by the County to install the Pipeline Collection System shall consult with the City to obtain its comments and input before making any field decisions during the construction.

(e) County shall require that the contractor installing the Pipeline Collection System warrant the work performed for a one year period after the acceptance of the Pipeline Collection System by the City for maintenance. Such warranty shall require that the contractor reimburse the City, on demand, for all costs for labor and materials the City incurs for repairs needed on said Pipeline Collection System resulting from any defects in materials or installation.

(f) City shall be responsible for having an engineering firm licensed in Tennessee prepare the plans and specifications for the upgrades/modifications to the existing Fieldstone Farms Pump Station #2 and the force main associated with it and shall construct said upgrades/modifications. County shall reimburse City for all costs associated with the pump station improvement upgrades/modifications required to accept the additional sewage flows from the County's Pipeline Collection System.

2. **Costs of Construction of Pipeline Collection System.** The cost of the construction of the Pipeline Collection System shall be paid by the County. The County shall obtain reimbursement of the cost of the construction of the Pipeline Collection System from the individual property owners in the Subdivisions. The terms of such

payment for reimbursement shall be addressed between the County and the individual property owners.

**3. Ownership, Use and Maintenance of Pipeline Collection System.**

(a) Prior to the final acceptance of the Pipeline Collection System, County shall give the City the opportunity to make a final inspection of the Pipeline Collection System. In the event the City finds that additional work is required to bring the Pipeline Collection System into compliance with the approved plans and specifications, County agrees to require its contractor or another contractor to perform such additional work.

(b) Upon completion of construction of the Pipeline Collection System and after the County and City mutually accept the Pipeline Collection System, County agrees to transfer ownership of the Pipeline Collection System and any associated easements to the City even if the cost has not been completely repaid by the residents as set forth in paragraph 2 of this Part III, to provide sanitary sewer service to the property owners in the Subdivisions and to its customers at no cost to the City.

(c) After the County accepts the Pipeline Collection System, the County shall notify the City in writing of said acceptance. After the City accepts the Pipeline Collection System, the City shall notify the County in writing of said acceptance. The City shall be responsible for the operation, maintenance, repair or replacement of the Pipeline Collection System following the date of acceptance by the City.

(d) In the event any upgrade to a County road within the Subdivisions requires any portion of the Pipeline Collection System to be relocated, the County shall be responsible for all costs associated with such relocation, including any easement acquisition costs. Such costs shall include the cost of obtaining any easements necessary for such relocation to the extent any portion of the Pipeline Collection System cannot be relocated within County right-of-way.

**4. Installation and Maintenance of Grinder Pump Systems.** The County and the City anticipate that the property owners in the Subdivisions shall install a Grinder Pump Unit and force main to connect the property owner's sanitary sewer to the County's Pipeline Collection System.

(a) The County and the City shall develop standard specifications and details for the installation of the Grinder Pump Unit, check valves and force main at each individual property to be served by the Pipeline Collection System.

(b) Each individual property owner which desires sanitary sewer service from the City shall be responsible for the installation of the Grinder Pump Unit and force main for its property in accordance with the standard specification and details developed by the County and the City. Property owners shall only use contractors approved by the City for the installation of Grinder Pump Unit systems.

(c) Each individual property owner shall be responsible for the monthly cost of the electric service to the Grinder Pump Unit.

(d) The property owner shall own the Grinder Pump Unit and force main to the Pipeline Collection System and shall be responsible for the repair, maintenance or replacement of the Grinder Pump Unit system.

(e) In the event that the Tennessee Department of Environment and Conservation requires maintaining an emergency stock pile of grinder pumps, the County agrees to pay for the required stock pile designated for the Subdivision.

**5. Initiation of Sanitary Sewer Service.** Upon the acceptance of the Pipeline Collection System, the County shall notify property owners within the Subdivisions desiring sanitary sewer service to contact the City.

**6. Terms and Conditions of Sanitary Sewer Service.**

(a) The City shall not provide sanitary sewer service to an individual property owner within the Subdivisions until the property owner's Grinder Pump Unit has been installed and inspected by the City.

(b) Before sanitary sewer service will be provided, individual property owners shall enter into a sanitary sewer service contract with the City and shall pay the tap fee, inspection fee and any other fee or charge necessary to receive sanitary sewer service in effect at the time the property owner requests sanitary sewer service.

**7. Requirement for Connection to Pipeline Collection System.** The County and the City shall not require each property owner within the Subdivisions to connect to the Pipeline Collection System to receive sanitary sewer service. If a property owner elects not to connect to the Pipeline Collection System, at the expiration of eighty-four (84) months from the date of the Pipeline Collection System acceptance by the County and the City, all property owners within the Subdivisions will be billed for sanitary sewer service based upon their water usage.

**8. County Reimbursement from Property Owners.** The County shall adopt and implement the mechanism and fees it intends to use to obtain reimbursement from the individual property owners within the Subdivisions of the costs of the construction of the Pipeline Collection System.

(a) This reimbursement shall be collected via the water bill issued by the City and remitted to the County on a Quarterly basis.

(b) The County will provide to the City contact information to include on the water bill for inquiries related to this charge.

(c) The City will notify the County on a monthly basis of nonpayment by any property owner; however, the County, and not the City, will be responsible for any action necessary for enforcement and collection in the event of nonpayment.

**9. Conditions Precedent.** In addition to all other conditions precedent to the rights and obligations of the parties set forth in this Agreement, the City's obligation to provide sanitary sewer service to the Subdivisions and the County's obligation to construct the Pipeline Collection System shall be conditioned upon the following:

(a) This Agreement shall be approved by the Williamson County Board of County Commissioners; and

(b) This Agreement shall be approved by the Franklin Board of Mayor and Aldermen; and

(c) The County and the City obtain the consent or approval of TDEC, if necessary, for the City to operate the Pipeline Collection System.

**PART IV. GENERAL TERMS**

**1. Cooperation.** All parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by the Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions of this Agreement granted or implied.

**2. Termination.** This Agreement shall remain in full force and effect until the earlier of the date the Pipeline Collection System has been paid in full by the individual property owners by the method chosen by the County or a period of 25 years.

This termination date shall not be extended without the written agreement of the City and the County to extend the Agreement as evidenced by an amendment to this Agreement.

**3. Insurance.** The City and County will procure and maintain at its expense during the life of the Agreement, insurance of the types and in the minimum amounts as required by Tennessee Law.

**4. Choice of Law and Forum.** This Agreement shall be governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be in Williamson County, Tennessee.

**5. Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064

CITY: **CITY OF FRANKLIN**  
109 Third Avenue, South  
PO Box 305  
Franklin, TN 37064

**6. Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

**7. Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, disputes or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by a court of law.

**8. Assignment.** The rights and obligations of this Agreement are not assignable.

**9. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against whom charged.

**10. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**11. Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

**12. Remedies.** Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

**13. Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to

any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

**14. Compliance with Laws.** The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF FRANKLIN, TN

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY: JOHN C. SCHROER  
FRANKLIN MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Franklin City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY: ROGERS ANDERSON  
COUNTY MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Williamson County Attorney