

**RESOLUTION 19-43**

**A RESOLUTION TO INCREASE THE WATER RATE FOR BULK  
WATER SOLD TO MAURY COUNTY**

**WHEREAS**, the City of Spring Hill has an agreement to sell water to the Maury County Water System for distribution into Maury County; and

**WHEREAS**, that rate had been in effect since May 2000 and is in need of updating; and

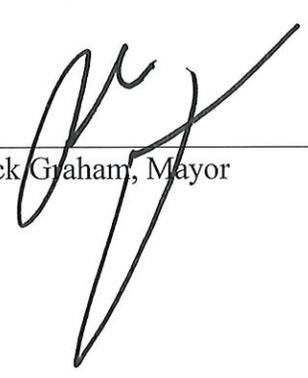
**WHEREAS**, the City of Spring Hill now purchases water from Columbia Power and Water System to supplement the production of Spring Hill's own facilities; and

**WHEREAS**, the sale of water to Maury County Water System should not be less than the rate at which the City of Spring Hill purchases from Columbia Power and Water System.

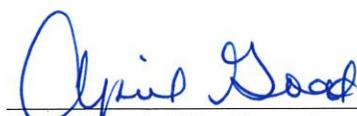
**NOW THEREFORE, BE IT RESOLVED**, that the water sales rate to Maury County Water System be, at a minimum, the same rate as purchased from Columbia Power and Water System; and

**BE IT FURTHER RESOLVED**, that the increase be effective immediately, the public welfare requiring it.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen on the 18<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of June, 19 77, between the TOWN of SPRING HILL, P.O. Box 57, Spring Hill, (Williamson & Maury Counties) Tennessee, hereinafter referred to as the "Seller" and the MAURY COUNTY WATER COMPANY, 3rd Floor, Maury County Courthouse, Columbia, Tennessee, hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system, and

Whereas, by Resolution No. N/A enacted on the 9th day of MAY (meeting), 19 77, by the Seller, the sale of water to the Purchaser in accordance with the provisions of this contract was approved and the execution of this contract carrying out the said provisions by the TOWN of SPRING HILL, TENNESSEE, and attested by the Secretary, was duly authorized, and

Whereas, as approved by the MAURY COUNTY WATER COMPANY, the Purchaser, at a meeting held on May 9, 19 77, the purchase of water from the Seller in accordance with the terms set forth in the said contract was approved, and the execution of this contract by the President, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Tennessee Department of Public Health in such quantity as may be required by the Purchaser not to exceed 200,000 gallons per month.

2. That water will be furnished at a reasonably constant pressure calculated at 35 ~~53~~ psi from an existing 6" main supply at a point located at the city limits on Beech Croft Road.

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the Six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on or near the first of every month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

A. The Seller Agrees: (Continued)

4. To furnish the Purchaser at the above address not later than the 10th day of each month, with an Itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the following schedule of rates:

a. \$.50 per 1,000 gallons, which amount shall also be the minimum rate per month.

2. To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the actual cost for installation of the metering equipment.

C. It is further mutually agreed between the Seller and the and the Purchaser as follows:

1. That this contract shall extend for a term of 20 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. That ten (10) days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ \_\_\_\_\_ which will be paid by the contractor or, on his failure to pay, by the Purchaser.

C. Mutual Agreement between the Seller and Purchaser (Continued)

4. That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser.

Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ration or proportion as the supply to Seller's consumers is reduced or diminished.

5. That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every three year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

8. That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in (3) three counterparts, each of which shall constitute an original.

Seller: TOWN OF SPRING HILL, TENNESSEE

By Ralph F. Boyd  
Title Mayor

Attest:

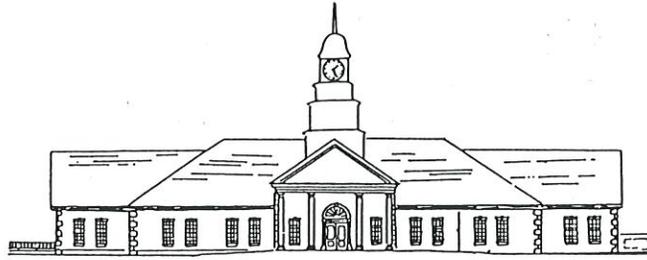
Rita Jones  
Secretary

Purchaser: MAURY CO. WATER COMPANY

By Neal J. Blair  
Title Chairman, Maury County Board of Public Utilities

Attest:

\_\_\_\_\_  
Secretary



## TOWN OF SPRING HILL

April 2, 1999

Maury County Water System  
Attn: Larry Chunn, Superintendent  
1018 South Garden Street  
Columbia, TN 38401

Re: Water Rate Increase

Dear Mr. Chunn:

We have been officially notified by Columbia Power and Water that our water rates will increase by an average of \$.14 per thousand gallons and the new rates will be reflected on the May bills.

Accordingly, your May water bill will reflect an increase of \$.14 per thousand gallons. The new rate will then be \$1.54 per thousand gallons.

Columbia Power and Water installed this rate increase in two (2) phases, with the second increase in the same amount, to come in May, 2000.

If you have any questions, please give me a call.

Sincerely,

Ken York  
City Administrator

KY/bt

MAURY COUNTY WATER SYSTEM  
1997-1998 FISCAL YEAR

<u>MONTH</u>	<u>USAGE</u>	<u>AMOUNT PAID</u>
July-97	709,900	\$ 993.86
August-97	1,156,500	\$ 1,619.10
September-97	1,120,600	\$ 1,568.84
October-97	1,075,200	\$ 1,505.28
November-97	1,078,900	\$ 1,510.46
December-97	903,300	\$ 1,264.62
January-98	895,100	\$ 1,253.14
February-98	814,800	\$ 1,140.72
March-98	757,300	\$ 1,060.22
April-98	608,400	\$ 851.76
May-98	1,156,600	\$ 1,619.24
June-98	582,400	\$ 815.36
TOTAL	10,859,000	\$ 15,202.60
AVERAGE	904,917	\$ 1,266.88