

**RESOLUTION NO. 2012-28**

**A RESOLUTION TO APPROVE THE STANDARD AGREEMENT FOR SANITARY SEWER SERVICE LINE BACKWATER VALVE INSTALLATION AND TO AUTHORIZE THE WATER MANAGEMENT DEPARTMENT DIRECTOR TO ENTER INTO SUCH AGREEMENTS WITH SANITARY SEWER CUSTOMERS AND/OR PROPERTY OWNERS WITHOUT THE PRIOR APPROVAL BY THE BOARD OF MAYOR AND ALDERMEN**

**WHEREAS**, numerous customers of the Franklin Sanitary Sewer System ("System") have requested that the System provide for a means to have a backwater valve device installed upon the customer's premises for the purposes of reducing or eliminating occurrences and/or effects of sanitary sewer backups; and

**WHEREAS**, the Board of Mayor and Aldermen has reviewed and is in concert with the Agreement for Sanitary Sewer Service Line Backwater Valve Installations (Exhibit A) as presented by staff; and

**WHEREAS**, the Board of Mayor and Aldermen believe that removing approval of certain agreements/contracts from the Board of Mayor and Aldermen's agenda and giving such authority to the Director of the Water Management Department provides for more expedient conduct of City business; and

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move towards the most effective administration of City business.

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE THAT:**

**Section 1.** The Agreement for Sanitary Sewer Service Line Backwater Valve Installation is approved for use whenever a System's customer desires to have such a backwater valve device installed upon his premises.

**Section 2.** The Director of the City's Water Management Department is authorized to enter into agreements on behalf of the City of Franklin for the purchase providing the backwater valve devices requested by the System's customers without seeking prior approval from the Board of Mayor and Aldermen.

**Adopted: May 8, 2012**

City of Franklin, Tennessee

Attest:

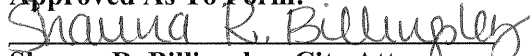
---

**Dr. Ken Moore**  
Mayor

---

**Eric S. Stuckey**  
City Administrator/City Recorder

Approved As To Form:

  
Shauna R. Billingsley, City Attorney

**AGREEMENT FOR SANITARY SEWER SERVICE LINE  
BACKWATER VALVE INSTALLATION  
COF Contract No \_\_\_\_\_**

This Agreement is entered into at Franklin, TN between \_\_\_\_\_ (hereinafter called the "Owner") and the City of Franklin, TN (hereinafter called the "City").

**WITNESSETH**, that:

**WHEREAS**, the Owner has had certain problems occurring on their premises at \_\_\_\_\_ related to the backup of sanitary sewer water into the Owner's premises through their sanitary lateral, and desires to have a backwater valve device installed upon Owner's premises for purposes of reducing or eliminating the occurrence and/or effects of future sanitary sewer backups; and

**WHEREAS**, the City has devised a policy to assist in the alleviation of the reoccurrence of sanitary sewer backups occurring when there are sudden and extreme heavy rainfalls causing water flows exceeding design capacity of the City sanitary sewer system and resulting in unavoidable infiltration of City sanitary sewer lines and periodic backup of sanitary sewer flows into the premises of City sanitary sewer customers; and

**WHEREAS**, the City desires to assist the above-named property owner in the acquisition and installation of a backwater valve for purposes of reducing or eliminating the occurrence or effects of any future sanitary sewer backups upon the Owner's premises, upon the terms and conditions as set forth below.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows:

1. The City hereby agrees to provide, at the City's cost, a backwater valve and have same installed by a contractor licensed by the State of Tennessee.
2. The Owner hereby agrees to the installation of a backwater valve at the above stated premises, and, upon installation, agrees to assume responsibility for the maintenance and proper function of said backwater valve and any and all costs associated therewith. The Owner shall be responsible for the upkeep, inspection and/or replacement of said backwater valve.
3. Owner further agrees that no promises, representations or warranties have been made or given by the City of Franklin regarding the effectiveness of such backwater valve or guaranteeing or assuring the Owner against future surface water, storm water or sanitary sewer backups or flooding. It is further understood between the parties that this Agreement is in no way an admission of liability or responsibility on the part of the City of Franklin for any sanitary sewer backup which has heretofore occurred upon the Owner's premises or which could hereafter occur upon the Owner's premises. It is further agreed that the City shall have no liability to the Owner for loss or damage to Owner's property resulting from installation of the backwater valve or the use and operation thereof.

4. The Owner shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the installation and performance or nonperformance of the backwater valve called for in this Agreement. The Owner agrees to reimburse the City for all costs incurred by the City in defending against any claims or legal actions, including legal fees and court costs, if called upon by the City to do so.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands at

Franklin, Williamson County, TN, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge himself to be the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**CITY OF FRANKLIN:**

\_\_\_\_\_  
Mark Hilty, Water Management Department Director

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, Mark Hilty with whom I am personally acquainted and who acknowledge that they executed the within instrument for the purposes therein contained, and who further acknowledge that they are the Mayor and City Administrator of the maker or a constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



HISTORIC  
FRANKLIN  
TENNESSEE

## MEMORANDUM

---

April 27, 2012

**TO:** Board of Mayor and Aldermen

**FROM:** Eric S. Stuckey, City Administrator   
Mark Hilty, Water Management Director

**SUBJECT:** Resolution 2012-28 – A Resolution to Approve the Standard Agreement for Sanitary Sewer Service Line Backwater Valve Installation and to Authorize the Water Management Director to Enter Into Such Agreements

### **Purpose**

The purpose of this memorandum is to present to the Board of Mayor and Aldermen (BOMA) Resolution 2012-28 for consideration.

### **Background**

The Franklin Water Management Department has had a number of inquiries from customers regarding the installation of a backwater valve device for the purposes of reducing or eliminating occurrences of sanitary sewer backups.

The proposed agreement would apply to backwater valves installed by the City during rehabilitation or replacement of public infrastructure in areas that are subject to sanitary sewer backwater issues and that have historically experienced sanitary sewer backups.

Installation of a backwater valve will be a decision made by the customer, to be approved by the Water Management Department, unless such installation is required by code. Installation would occur on the customer's sanitary sewer service line and would become the responsibility of the property owner for operation, maintenance and replacement. Use of this agreement will help to educate the customer about the use and maintenance of the backwater valve to help mitigate potential failure and subsequent backups.

### **Financial Impact**

Financial impact to the City would range between \$75 to \$150 per installation.

### **Options**

Options include approval or disapproval of Resolution 2012-28.

### **Recommendation**

Staff recommends that the BOMA approve Resolution 2012-28 as a means to provide the option for additional protection for customers in areas that are subject to sanitary sewer backwater issues. It is important to note that these areas are not pervasive within the City of Franklin's sanitary sewer system.