



WATTS BAR UTILITY DISTRICT

Wastewater Contract/Application

It is the policy of Watts Bar Utility District (WBUD) to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicant's behalf may be required by WBUD to provide the applicant's written verification as well as applicant's identification papers, as required below.

Whenever an application is made for service and WBUD has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, WBUD reserves the right to adopt either one of the following two courses:

- a) Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

THIS AGREEMENT, entered into by and between Watts Bar Utility District, a UTILITY established and existing under the laws of the State of Tennessee, hereinafter referred to as the "WBUD," and the applicant, hereinafter referred to as "CUSTOMER":

Bills can be paid without penalty until the 20th of each month, after the 20th a 10% penalty will be added to the bill. Accounts not paid by the 25th of each month will be subject to be discontinued (cutoff) and a fee will be charged for reconnection. (see Schedule of Rates and Chargers).

All Blanks Must be Completed:

Full Legal Name(s) (print): \_\_\_\_\_ County \_\_\_\_\_

Street / 911 Address (for service): \_\_\_\_\_

Street / 911 Address City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Subdivision Name: \_\_\_\_\_ Lot # \_\_\_\_\_

Applicant is: \_\_\_ Owner \_\_\_ Renter \_\_\_ Other \_\_\_\_\_

Property is: \_\_\_ Residential \_\_\_ Commercial \_\_\_ Other \_\_\_\_\_

Commercial Customers

The customer agrees and understands that Grease Trap maintenance costs will be the responsibility of the Customer. WBUD will provide monitoring of the Grease Trap and will advise the Customer regarding maintenance requirements. The Customer shall set a Grease Trap pumping schedule and maintain records of the pumping. The following data shall be collected but not limited to: Date, Time, Company Pumping Grease Trap, amount pumped, condition of Grease Trap. If WBUD notifies the Customer that the Grease Trap needs maintenance and the Customer has not provided the needed maintenance within three (3) working days, WBUD will schedule the required maintenance and bill the Customer directly for all costs associated with the maintenance.

If the customer becomes habitual with Grease Trap maintenance, WBUD will discontinue service to the property until the Customer meets with WBUD to discuss a plan of action.

The Customer agrees to abide by the following, but not limited to:

- Wastewater/Sewer Installation Criteria and Stipulations for STEP Systems
• Wastewater User Manual (Do's and Don'ts)

If the system is damaged as a result of customer negligence, the customer will be held financially responsible for any and all repairs association with the damage.

WBUD shall be responsible for operation and repair of all components of the sewer system starting at the septic/pump tank and all elements of the STEG (septic tank effluent gravity) or STEP (septic tank effluent pump) system.

"This institution is an equal opportunity provider, and employer."



# Wastewater Contract

**All applicants requesting the installation of a new tap or the activation of an existing tap, not previously activated. Shall be required to pay WBUD's monthly minimum bill plus usage for a period of (1) year. Failure to pay said monthly minimum bill plus usage shall result in the tap being de-activated to the property and water being no longer available to said property until a new tap fee is paid at the current rate charge by WBUD.**

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, WBUD agrees to furnish service to the service address listed herein, and the CUSTOMER agrees to purchase services from WBUD, subject to the terms and conditions herein set forth.

- 1 ... The obligations of this contract shall be binding upon the executors, administrators and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of WBUD.
- 2 ... It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify WBUD in order that it may execute a new contract with the successor CUSTOMER.
- 3 ... It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, WBUD may cut off one or all of its services to the service address and may not be reconnected except by order of WBUD, after the payment of all rates and charges have been made by the CUSTOMER.
- 4 ... Services provided by WBUD shall be supplied only to the applicant at the address named in this contract. CUSTOMER **shall not connect any other dwelling or property to his service.**
- 5 ... The STEP Tank and related appurtenances serving the CUSTOMER'S service address shall remain the property of WBUD.
- 6 ... WBUD or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. WBUD assumes no liability operation or maintenance of the CUSTOMER'S plumbing.
- 7... The CUSTOMER agrees to keep the property at the service address accessible and free from impediments included but not limited to : not to be fenced-in, clear of trees, bushes, shrubs, structures, vehicle and equipment to WBUD access, maintenance and inspection. Upon notification from WBUD, the CUSTOMER agrees to remove any impediments to WBUD access. If such impediments are not removed within such reasonable time as requested by WBUD, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.
- 8... WBUD shall have the right to restrict, control or discontinue service at any time during emergencies or repairs.
- 9... WBUD shall, at its discretion, specify how and what uses may be made of service provided to CUSTOMER. If the CUSTOMER fails to comply with the uses so specified, service shall be discontinued.
- 10 ... All requests for disconnection of service should be made either in writing or in person if possible. WBUD will accept telephone requests for discontinuance if caller can give adequate identification. WBUD will make every effort to respond within a reasonable time.
- 11 ... If WBUD discontinues service for non-payment or any other reason and the service is turned on without authority of WBUD, WBUD shall charge a reconnection fee and penalty charge according to its Rates and Fees Schedule.
- 12 ... The CUSTOMER agrees that in the event any WBUD property is damaged, destroyed or tampered with by the fault of the CUSTOMER, it shall be repaired or replaced at the CUSTOMER'S expense and shall be subject to the fees and charges set forth in WBUD's "Theft & Tampering policy" .
- 13 ... WBUD shall have the right to estimate or prorate any bill when conditions beyond the control of WBUD prevent the normal billing procedure.
- 14 ... If the CUSTOMER after signing this CONTRACT does not take the service for any reason, the CUSTOMER shall reimburse WBUD for any expenses incurred.
- 15 ... The receipt by WBUD of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate WBUD to render such service. If the service cannot be supplied in accordance with WBUD'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of WBUD to the applicant for such service shall be limited to the return of any fees paid to WBUD by such applicant.
- 16 ... CUSTOMER agrees that this document is only an APPLICATION for service and shall not be effective as a CONTRACT until approved by an official of WBUD. If the service in the opinion of WBUD cannot be supplied, the liability of WBUD to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by WBUD.
- 17 ... As a condition of service, the property owner shall provide at no cost a suitable place for the installation of the STEP Tank and related equipment and give an easement to WBUD for said location. If for any reason a CUSTOMER wishes to have their STEP Tank relocated (any time after the initial installation) the CUSTOMER must pay all cost incurred for the relocation. If WBUD at any time determined that the CUSTOMER has altered the area where the STEP Tank was initially installed, and this area is no longer a suitable location as determined by WBUD the customer must pay all, cost incurred by WBUD to relocate the STEP Tank.
- 18 ... WBUD bills for services monthly, and bills are mail in bulk at the US Post office. WBUD cannot guarantee the delivery of it bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibility of paying of the bill.
- 19 ... **If WBUD damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.**
- 20... **The customer agrees to grant WBUD, its successors and assigns, a perpetual easement in, over, under and upon the land, with the right to erect, construct, install and maintain sewer system components.**
- 21... **The customer shall be responsible for operation and repair of the outfall line to the septic tank and/or double cleanout (utility discretion) and ALL plumbing in structures on the property.**

By my signature, I obligate myself to obey all rules and regulations of WBUD and pay for all WBUD service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of non-payment or unauthorized partial payment, I agree that WBUD may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorneys fees. It is further understood that WBUD has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any WBUD matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.

Signature : \_\_\_\_\_

Date: \_\_\_\_\_