



Wastewater Service Agreement

Ocoee Utility District of Bradley and Polk Counties, Tennessee

This Wastewater Service Agreement is entered into between Ocoee Utility District (OUD) and the Customer for wastewater service at the service address listed on the application. In consideration of payment according to OUD's Schedule of Rates and Charges, OUD agrees to provide wastewater service, and the Customer agrees to purchase such service subject to the terms and conditions below.

1. Service Agreement

Wastewater service will be provided only to the applicant and service address listed in this agreement. Additional homes or any other structures of any kind cannot be added to the sewer service unless prior approval has been given by OUD.

Service may not be transferred or assigned without written consent from OUD.

If the property is sold, leased, or subdivided, the customer must notify OUD so a new agreement can be executed with the successor customer.

The property owner is responsible for a monthly charge whether or not a dwelling or other structure is located on the property. This charge continues regardless of occupancy or use. See OUD's Schedule of Rates and Charges for sewer for the amount of the charge.

2. Payment and Billing

OUD bills for service monthly. Failure to receive a bill does not relieve the customer of responsibility for payment. OUD may estimate or prorate bills if normal billing procedures are interrupted.

If service is disconnected for non-payment or violation, reconnection will require payment of all outstanding balances, fees, and penalties.

3. Disconnection of Service

OUD may discontinue service if contract terms are violated, bills are unpaid, service is used in an unauthorized manner, access to OUD equipment is obstructed, or equipment is tampered with or damaged. Service will be restored only after all violations are corrected and applicable fees are paid.

4. Ownership of Equipment

The STEP tank, E1 grinder pump, control panel, and related equipment remain the property of OUD. OUD is responsible for operation and repair of system components beginning at the septic/pump tank.

Initial: _____



5. Customer Responsibilities

The customer is responsible for plumbing within structures on the property, the outfall line from the home to the tank, providing a 30amp breaker and electrical disconnect, maintaining electrical service to the pump system, maintaining access to equipment, preventing drainage toward the installation area, and repairing damage caused by negligence, tampering, or misuse. Any ground settling around the septic/pump tank after final installation will be the responsibility of the homeowner. The customer must have a faucet/spigot with water provided to fill the tank to operational level as soon as the tank is installed.

6. Access to Equipment

The customer agrees to always keep the area around the pump system accessible. The area must remain free of fences, structures, trees, shrubs, landscaping, vehicles, or equipment. If impediments are not removed after notice, water service may be disconnected. If fenced-in and customer provides access that is free from danger including dogs or other animals OUD will allow this exception. This must be worked out with the customer and OUD before agreed upon. Otherwise, customer will be charged for damages found to the septic/pump tank regardless of the issues they may occur with the system. OUD must have access to the septic/pump tank for monthly preventive maintenance and inspections.

7. Easements and Property Access

The customer grants OUD a perpetual easement to install, operate, maintain, and repair sewer system components on the property. If OUD must cross another property to access the system, the customer is responsible for obtaining written easement access.

8. Installation Requirements

Before installation of a STEP system, the customer must provide a 4" Schedule 40 outfall pipe extending 3 feet from the home, a 30amp 220volt breaker and electrical disconnect, finished siding or brick where the control panel will be mounted, active electrical service to the home, and at least four (4) weeks' notice before installation. Do not finish or complete the construction of the yard and/or landscaping until after the installation of the STEP system has been completed. Although, final grade should be complete before the STEP system is to be installed.

Initial: _____



9. System Use Restrictions

Only sanitary wastewater may enter the sewer system. Downspouts, gutter drains, basement drains, garage drains, surface water drainage, chemicals, oils, or hazardous materials are prohibited. Unauthorized discharges may result in service termination and repair costs charged to the customer.

10. Landscaping and Site Conditions

No structures or landscaping may be placed over or near the pump tank. No structures within 5 feet of the tank and the tank must generally be located 5–20 feet from the home unless approved by OUD. Ground must slope away from the installation and pump lids must remain visible and accessible.

11. Commercial Customer Requirements

Commercial customers with grease traps must maintain a pumping schedule, keep maintenance records, and perform maintenance when notified by OUD. Grease traps must be pumped at least once every year or more if necessary. Costs of the grease trap pumping is the customers' responsibility. If maintenance is not performed within three working days, OUD may perform the service and bill the customer directly. **Customers are required to provide proof (pump invoice) of grease trap maintenance to Ocoee Utility District yearly.**

12. Liability and Damages

Customers are responsible for damage caused to OUD equipment including tampering, negligence, unauthorized connections, chemical contamination, including lids or other sewer equipment. Repair or replacement costs will be charged accordingly.

Initial: _____



13. Emergency Operations

OUN reserves the right to restrict, control, or discontinue service during emergencies, repairs, or maintenance.

14. Leak Loss Protection

OUN offers protection against costly water and sewer bills caused by a qualifying leak or line break, through the ServLine Protection Program. All eligible customers are automatically enrolled in the optional Combined Water & Sewer Leak Loss Protection Program, and the monthly charge appears on the utility bill:

Combined Water & Sewer Leak	Monthly charge
Residential	\$6.85 per month
Residential Master-Metered Multi-Habitational	\$5.00 per unit, per month
Commercial — Single Occupancy	\$6.85 per month
Commercial — Multiple Occupancy	\$13.70 per month

Enrollment is optional. To decline protection and accept full responsibility for all excess water and sewer charges caused by a leak, call 423-303-3275. Coverage may be cancelled at any time; a 30-day waiting period applies to re-enrollment.

15. Acceptance of OUN Policies

By signing this agreement, the customer acknowledges receipt of OUN Wastewater System Policy, STEP System Installation Criteria, Wastewater User Manual, and Schedule of Rates and Charges, and agrees to abide by all OUN rules and regulations.

Customer Agreement

By signing below, the customer agrees to comply with this agreement and pay all charges associated with wastewater service.

Initial: _____

OCOEE UTILITY DISTRICT



Customer Information

Please complete this section.

Name _____ Telephone _____

Service Address _____

Billing Address _____

S.S. Number _____ DOB _____

Driver's License _____ Email _____

Employer _____ Employer # _____

Spouse _____ Spouse # _____

Additional Contact _____ Relationship _____

Telephone _____

Owner _____ Telephone _____

Customer Signature: _____

Date: _____

OOD Representative: _____

Date: _____