

## INSTRUCTIONS FOR INITIATING WASTEWATER SERVICE

- \* Complete the designated portions of the Consumer Sewage Service Contract (pages 2 & 3 of this document). We cannot process without customer name, service address, billing address, phone number and signature.
- \* Fax completed form to the Authority office at (615) 449-8310 during normal business hours of 8:00 am to 4:30 pm Monday thru Friday.
- \* Within one hour after faxing the forms, call the Authority office at (615) 449-2951 to confirm receipt of the fax. At this time, provide credit card information for payment of all fees required to initiate service. A schedule of charges is available under the General System Information link on this website.
- \* Carefully review the information on the new customer letter (page 4 of this document).
- \* Refer to the do's and don'ts of your wastewater system which are listed in the Decentralized Wastewater Collection Treatment System and Disposal section of the Wastewater Policies and Information link on this website.

## Water &amp; Wastewater Authority of Wilson County, Tennessee

Subdivision \_\_\_\_\_  
Group \_\_\_\_\_Map \_\_\_\_\_  
Lot # \_\_\_\_\_Section \_\_\_\_\_  
Parcel \_\_\_\_\_

## CONSUMER SEWAGE SERVICE CONTRACT

For Office Use Only

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The undersigned parties contract and agree to the following terms and provisions.

1. The Water & Wastewater Authority of Wilson County, Tennessee, hereinafter referred to as the "Water Authority", agrees to furnish sewage collection and treatment service to the Consumer, for residential purposes, subject to the terms, stipulations and conditions hereinafter set forth and the rules and regulations of the Water Authority as the same now exist or as they may be hereafter amended, modified or promulgated.
2. The consumer is an owner or lessee of the premises to be served by this contract. The address of the consumer is stated herein below.
3. The amounts received from the Consumer upon execution of this contract are as follows;
  - a. A customer deposit of \$100.00 per unit, which is returnable to the Consumer upon discontinuance of service and the payment of the customer's final bill. During the period in which the deposit is held by the Water Authority, no interest shall accrue on the same.
  - b. A non-refundable connection fee of \$50.00 per unit.
4. It is understood and agreed that every condition and term of this contract is of the essence of the contract and if breached both the sewage service and the water service, whether the same is provided by the Water Authority or some other authorized entity, may, at the election of the Water Authority, be disconnected and shall not be reconnected except by order of the Water Authority and the payment of any amount established by the rules and regulations of the Water Authority. Failure to enforce any remedy described herein shall not be construed to be a waiver of said remedy by the Water Authority.
5. (a) Residential Use Only. Consumer acknowledges that the sewage service provided herein shall be provided using a decentralized sewage system, whereby the raw sewage is collected from the Consumer's residence and delivered to an onsite treatment and disposal system functioning as a part of the property development. Consumer acknowledges that the decentralized system is designed for residential uses only. The Consumer represents that there is and shall be at all times relevant hereto no more than one (1) dwelling or other type of living unit upon the property identified. The sewage services provided hereunder shall be used by the Consumer to service the dwelling located upon the property identified in this contract and neither the Consumer nor anyone else shall have the right to use or permit to be used, the sewage service at any other house or other type of living unit or at a different location than provided for herein. The Consumer may not supply any other persons or families with sewage service or allow any other residence, either permanent or temporary, to use the sewage service connection except with the written consent of the Water Authority.
  - (b) Other Uses. Subject to the approval of the Water Authority, which approval shall be at the sole and absolute discretion of Water Authority, Consumer may apply for sewage service as provided herein for commercial units, including, but not limited to, multi-unit dwellings or multi-unit commercial sites or for temporary living units. Each unit shall be required to have a separate connection, and the applicant must detail the number of separate rental or individual use units to be served.
6. The Consumer grants to the Water Authority or its designated agent or representatives the right to enter without prior notice Consumer's property for the purpose of repairing or maintaining any property of the Water Authority which is located on the property of the Consumer. The Consumer hereby waives and shall hold the Water Authority harmless from any claim it may have against the Water Authority for damages, including, but not limited to, consequential damages, resulting from any entry upon Consumer's property or any action whatsoever and howsoever taken by Water Authority in the installation, inspection, maintenance or repair of the system.
7. The Consumer agrees that in the event any property or equipment of the Water Authority is damaged or destroyed by fault of the Consumer, the asset shall be replaced or repaired at the Consumer's expense. The Consumer agrees that only employees or representatives of the Water Authority will be permitted to turn the sewage on and off, otherwise activate any portion of the system or to make repairs to the system. Consumer further agrees that Consumer shall not engage or authorize any contractor or plumber not approved by Water Authority to perform any repairs or maintenance on the system. In the event the Water Authority installs a cut-off valve or other measure to restrict or inhibit or otherwise control the flow of sewage, neither the Consumer nor his agents shall engage, tamper with or otherwise make use of said valve. Any violation of this provision so as to allow sewage service to a unit shall constitute a theft of utility service.
8. No part of the customer deposit shall be applied to the payment of sewage bills until the service has been discontinued. All such deposits shall remain with the Water Authority until all bills have been paid and this contract cancelled. The Water Authority shall have the right, at its election, to apply the customer deposit to any bill that remains unpaid sixty (60) days after its original due date.
9. In the case of default in the payment of sewage bills in a timely manner or in the event of a default by the Consumer of any other provision of this contract, the Consumer agrees to pay reasonable cost of collection, including court costs, reasonable attorney's fees, and litigation expenses. Consumer further agrees to pay such additional penalties as may be established by the rules and regulations of the Water Authority in regard to late payment and other defaults.
10. The Water Authority is not bound to supply any level of quality of sewage treatment and shall not be liable to Consumer for failure to supply sufficient sewage collection and treatment services. However, the Water Authority does bind itself to make all reasonable efforts to provide high quality sewage collection and treatment services. The Water Authority may at any time transfer to a separate entity responsibility for sewage collection and treatment services to the Consumer's property without being liable in anyway, including, but not limited to consequential damages. In the event of such a transfer, all rights according to the Water Authority by virtue of this contract shall be transferred to the transferee.
11. The Consumer shall pay the Water Authority for the sewage collection and treatment services according to the rate schedule adopted by the Water Authority for the area in which the property is located and in a timely manner as established by the Water Authority. It is agreed that the rate schedule established by the Water Authority may include surcharges if deemed necessary by the Water Authority.
12. It is expressly understood and agreed that the rates and time for payment for sewage collection and treatments services shall be subject to increase or decrease at will by the Water Authority, subject to fifteen (15) days notice to the Consumer.
13. The Consumer agrees that in the event of a default in this contract by the Consumer, that the Water Authority, its agent or representative shall have the right to go on the premises of the Consumer and disconnect the sewage collection and treatment services and the water service, and no reconnection shall be made until all payments owed by the Consumer to the Water Authority have been paid. Monthly bills and other notices will be forwarded to the Consumer at the address given in this contract and the Water Authority will not be responsible for the non-receipt of bills or notices by the Consumer. Consumer acknowledges that water service may be provided to the Consumer by an entity other than the Water Authority. In the event water service is terminated by such entity at the request of Water Authority as provided hereinabove, Consumer waives any and all claims it may have against such entity for said disconnection or termination.
14. The Consumer is to lay, install and maintain at his own expense all lateral or service lines or pipes on his property on the Consumer's side of the connection. For purposes of this contract, the "consumer's side" shall be from the connection point of the tank to the residence. The Water Authority shall not be responsible in any way to maintain said lines or pipes nor will it be charged with any duty to inspect them. The Consumer will be solely responsible for leaks or other losses incurred as a result of defects or breakage on the Consumer's side of the connection.
15. The Water Authority retains the right to modify, amend or promulgate any regulations, which in the discretion of the Water Authority, may be necessary or desirable in the conduct of its business, and the Consumer agrees to abide by all such regulations and a violation of same shall constitute a default by the Consumer of this contract.
16. Consumer hereby grants to the Water Authority any and all easements or right-of-way necessary or incidental to this sewage contract or to the general needs of the Water Authority. The Consumer hereby waives and shall hold the Water Authority harmless from any claims it may have against the Water Authority for damages, including, but not limited to, consequential damages, resulting from any entry upon Consumer's property or any action whatsoever and howsoever taken by Water Authority in the installation, inspection, maintenance or repair of the sewage system or waterline.
17. The Consumer shall have no right to compel by injunction or otherwise the Water Authority to furnish sewage collection and treatment services nor shall the Water Authority be liable in damages, including, but not limited to, consequential damages, to the Consumer for failure to furnish such service or an adequate level of service.
18. The Consumer covenants that he is the owner or authorized lessor of the premises described and agrees that this contract is not assignable except with the permission of the Water Authority. In the event the subject property is conveyed or the possession of the Consumer terminates, the Consumer agrees to remain liable for all charges until a new sewage collection and treatment services contract is approved by the Water Authority for the property or until the Consumer gives written notice to the Water Authority of such conveyance or termination and pays all amounts owing. The Consumer

agrees and does hereby bind his heirs, assigns and successors to the provisions of this contract.

19. The Consumer agrees that in the event the Consumer is in default in regard to any other contract with the Water Authority or owes any amounts to the Water Authority for past service or service pursuant to other contracts with the Water Authority, service at the location provided for in this contract may be disconnected and shall not be reconnected until such default is cured or payment made.

20. Consumer agrees that the customer deposit provided for under this contract may be increased by the Water Authority if the Water Authority in its sole and absolute discretion determines that an increase is necessary in order to provide an adequate assurance of payment of all amounts owing to the Water Authority or likely to become owing to the Water Authority in the future. Consumer agrees that in the event of such an increase, he will pay the additional amount owing within thirty (30) days of the service provided for herein and Consumer's water service may be discontinued.

21. In the event the Consumer disputes or contests any action by the Water Authority, he shall give written notice delivered to the Water Authority within fifteen (15) days after the action disputed. Failure to give such timely notice shall be a waiver by the Consumer of the dispute or contest. Said notice shall state the action complained of and the reasons for the complaint. The Consumer shall then be entitled to a conference with the executive director or his authorized representative, or to such other due process or grievance procedure as the Water Authority may from time to time adopt. The Consumer waives any further notice of his right to a conference.

22. The Consumer agrees that in the event of the death of the Consumer or his absence from the state, upon termination of the service provided pursuant to this contract, the customer deposit may be paid to any other person signing this contract with the Consumer or to the Consumer's spouse or to any other adult person residing with the Consumer or to the estate of the Consumer, all at the discretion of the Water Authority. Consumer agrees that no person shall be entitled to continue receiving service from the Water Authority pursuant to this contract without the execution of a new and separate contract unless the person has executed this contract with the Consumer.

23. Consumer agrees that if necessary in the opinion of the Water Authority, this contract may be assigned to the Rural Development Administration or other entity as security or otherwise.

24. The Consumer shall not contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will, in the determination of the Water Authority, interfere with the operation and performance of any portion of the collection and/or treatment system. Such pollutants or wastewaters include, but are not limited to, flammable or explosive substances, solid or viscous substances, dyes, toxins and radioactive wastes. The Consumer shall also comply with all special instructions established by the service provider. Further, the Consumer shall not allow, directly or indirectly, the discharge of any stormwater, surface water, groundwater, roof run-off or subsurface drainage to the collection system and shall maintain his pipes and connections to prevent such discharge. Consumer shall eliminate, correct and/or repair any such prohibited discharge at his expense and shall be liable for damages resulting from such violations.

25. The Consumer agrees that if the septic tank, pipes and other facilities for connection of the residence on the premises to the collection system, have not been constructed at the time of execution of this contract, it will be the responsibility of the Consumer to secure the installation of such required facilities at the sole cost of the Consumer. Installation shall only be performed by a contractor approved by the Authority. Further, Consumer agrees that upon construction of the said facilities, the septic tank and all connections to the collection system shall become part of the sewage collection and treatment system and shall become the property of the Authority without further dedication or conveyance.

26. As used in this contract, the singular includes the plural and the masculine includes the feminine. The term "service provider" is defined as a provider who has entered into a Master Agreement with the Authority to serve as a provider of decentralized sewer disposal systems within the jurisdiction of the Authority. It is further understood and agreed that this contract shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns, and that there are not other implied or express covenants, representatives or warranties on the part of the Water Authority.

27. The premises to be served by this contract are described as follows:

\* Name of Customer(s) \_\_\_\_\_

\* Address of Service \_\_\_\_\_

\_\_\_\_\_ and unless otherwise noted, include only one (1) residence or unit located on said premises.

IN WITNESS WHEREOF, the parties have executed this agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE WATER & WASTEWATER AUTHORITY OF WILSON COUNTY, TENNESSEE  
680 Maddox Simpson Parkway  
Lebanon, Tennessee 37087

Employee's Signature: \_\_\_\_\_

\* Customer(s) Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Billing Address of Customer:

\* \_\_\_\_\_  
Name

\* \_\_\_\_\_  
Name

\* \_\_\_\_\_  
Address

\* \_\_\_\_\_  
City State Zip

\* \_\_\_\_\_  
Phone (home)

\* \_\_\_\_\_  
Phone (work)

Dear Customer,

The Water and Wastewater Authority of Wilson County would like to welcome you as a new customer! Enclosed in this letter you will find important information concerning your wastewater account. Please take a moment to become familiar with this information.

Feel free to contact us at (615) 449-2951 during business hours if you have any questions regarding your account. To report a service issue with your wastewater system, call us or Adenus Solutions at (877) 669-0786. Also, keep us updated with your current telephone number should we need to contact you with updated information on your service.

You will receive a bill each month for the wastewater service provided. Payment is always due by the 10<sup>th</sup> of the month. We provide several convenient options to pay your monthly invoice, including:

- By Visa or MasterCard on our website at [www.wwawc.com](http://www.wwawc.com).
- By automatic bank draft (contact our office for details).
- By mailing your payment in the self-addressed envelope included with your invoice.
- In person at our office during business hours. We also have a night deposit box at our office for after-hours deposits.

Any payment received in our office after the 10<sup>th</sup> will be assessed a 10% late penalty. No second notices or follow-up bills will be received. If the payment is still not received by the 16<sup>th</sup> of the month, both your water and wastewater services are subject to disconnection without further notification. For any service disconnected, an additional reconnection fee will be required to restore service. As indicated in your contract, be advised you are responsible for all charges on this account until such time you vacate the property and contact us to terminate your account and service.

We look forward to providing you this very important, but often unappreciated, service. For additional information on the Authority or the services we provide, visit our website at [www.wwawc.com](http://www.wwawc.com).