

CITY OF SPARTA

AGREEMENT FOR SEWER SERVICE OUTSIDE CORPORATE LIMITS

This Agreement made as of the _____ day of _____ 2_____, by and between the City of Sparta (City) and _____ (Company).

WHEREAS

The City owns and operates a sewerage system serving customers in and near the City of Sparta, Tennessee, and is willing to provide sewage services; and

Company is engaged in the construction of _____ to be located in White County and in the City's Urban Growth Area and desires to obtain sewage services; now, therefore:

The parties agree as follows:

1. Company shall comply with City's sewer policies, ordinances, rules, regulations, rates and fees that now exist or that may later be modified, and City will provide sewage service in accordance with those same regulations.
2. Company shall provide an accurate legal description and the names of all owners and occupants of the property identified and attach them as Exhibit A, which is incorporated as part of this Agreement.
3. Company, at Company's expense, plans to construct sewer lines and other facilities required for service identified and attached as Exhibit B, which plans are incorporated as part of this Agreement. Company agrees that sewer facilities shall be

built in accordance with Exhibit B and in compliance with City's construction specifications, and no changes from these plans may be made without the City's prior written approval.

4. Sewer service lines and other facilities shall be physically connected to City's wastewater system by City personnel, or by a licensed contractor approved in writing by City. Company agrees to provide City with access to all sewer facilities throughout their construction for operation, maintenance, inspection and compliance review.

5. Company acknowledges that City's sewerage system is limited by the capacity and capability of City's treatment plant and conveyance system. Company shall be responsible for paying the cost of remedying any defective conditions in City's sewerage facilities that have been modified or otherwise altered as a result of the construction of Company's site work, construction or utilities. Company is aware that City can accept only domestic wastewater into its public sewerage system. Should City find that any wastewater other than domestic wastewater is being, or has been, discharged into its sewerage system from Company, City will notify Company of its findings. Company will immediately take appropriate measures to cease the discharge of non-domestic wastewater from its facility.

6. Company agrees that upon completion and acceptance by City, the ownership of all sewer mains and other sewerage facilities installed under this agreement will vest in the City. Company shall provide a bill of sale transferring the ownership of main lines and other sewerage facilities to the City immediately upon their completion and acceptance by City. Upon transfer of facilities, Company agrees to provide easements to City to allow entry upon private property for maintenance and repair of all sewer main lines and facilities which are not located within public rights of way.

7. Company acknowledges and agrees that under City's Sewer Use Ordinance, City does not take ownership of any sewer lateral connecting the buildings or structures of Company to City's sewerage system, and the repair and maintenance for laterals remains

the sole responsibility of the property owner(s).

8. Company shall provide accurate as-built plans and specifications of all sewer facilities constructed under this agreement.

9. Company shall provide a bond issued by a corporate surety authorized to do business in the State of Tennessee to ensure the successful operation of all lines and facilities constructed for sewer service for a period of two (2) years from the date service is commenced. The surety agreement is attached as Exhibit C, and incorporated as part of this Agreement.

10. If at any time, City is prevented by circumstances beyond City control from rendering wastewater services to customers connected, or wishing to connect, to the City's sewerage facilities begin tapped or modified by Company, then City shall not be liable to Company or any affected customer or potential customer for any damages or losses.

11. The parties agree that they will execute any other documents or legal instruments and take any other action that may be necessary or reasonably required by any party to effectuate the purposes and provisions of this Agreement.

12. The Company agrees that if it becomes necessary for the City to take legal action to enforce any provision of this agreement, the Company will be responsible for paying the reasonable attorney fees and costs, including court costs, of the City in bringing and prosecuting the action.

13. This Agreement and attached Exhibits contain the entire agreement between the parties. This Agreement may not be amended or changed except by further agreement in writing duly executed by the parties. This Agreement shall be binding upon and inure to the benefit of the City and Company and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on
_____, 200__.

CITY OF SPARTA

By:_____

By:_____

Mailing Address:
