

TERMS OF ENROLLMENT FOR CITY UTILITIES GREASE COOPERATIVE



The City Utilities Grease Cooperative (CUGC or Cooperative) is a voluntary, cooperative arrangement between the City of Fort Wayne and its Food Service Establishments (FSEs) to better manage fats, oils, and grease (FOG) by joining to procure grease interceptor service at a fair cost. The CUGC is structured to achieve four (4) core goals:

1. Provide convenient high-quality service to help eliminate unsightly odors and plumbing backups that can disrupt FSE operations and their patrons' dining experience.
2. Protect public health and the environment by minimizing exposure to unsanitary conditions.
3. Minimize revenue losses associated with enforcement actions, equipment failure, and backups.
4. Create an innovative alternative and sustainable energy source from a waste product.

While the City and member FSEs make up the Cooperative, the City is the administrator of the partnership and utilizes staff to procure services, establish and administer contracts, coordinate service schedules, audit service quality, and advocate on behalf of members. City administration allows members to focus on their core business practice, knowing that the maintenance and cleaning is on a consistent schedule.

The following terms of enrollment (Terms) are the agreement between the City and the members of the CUGC and are established to achieve the core goals of the Cooperative:

1. Enrollment/Withdrawal
 - a. Pilot Program enrollment in the CUGC is initially available to FSEs within the geographic areas identified on the attached map that have an outdoor grease interceptor at least 1000 gallons in capacity and a dedicated control manhole. FSEs that meet these qualifications, may request to enroll in the CUGC at any time. Initial enrollment shall be for a period of one (1) year; provided, however, that FSEs shall have the right to withdraw from the program in accordance with Section 1.b. Members may enroll or withdraw by any of the following methods:

Web: utilities.cityoffortwayne.org/greasecooperative
Phone: 260-427-2724
Email: Grease@cityoffortwayne.org
Writing: Fort Wayne City Utilities Grease Cooperative
200 E Berry St, Suite 270
Fort Wayne, IN 46802

- b. Withdrawal notifications must be received by the City at least thirty (30) business days before scheduled service in order to be effective prior to that service. Members that withdraw less than thirty (30) days prior to scheduled service will receive final service as scheduled and be billed for that service. In addition, the FSE will remain responsible for all other fees for services provided prior to the date of withdrawal.

2. Cancellation of Existing Grease Interceptor Service

Upon enrollment, members are responsible for cancelling any existing maintenance and cleaning service contracts prior to the effective date of service through the Cooperative. Neither the City nor the Cooperative is responsible for any existing contractual obligations to other maintenance and cleaning service providers; those obligations are the sole responsibility of the individual member FSE.

3. Pricing

- a. Routine grease interceptor cleaning on the recommended schedule will be billed through the FSE utility bill at the rates listed in the Fort Wayne, IN Code of Ordinances. Such rates may be adjusted periodically by the City, subject to City Council approval. All CUGC members will be given at least thirty (30) days advance notice in writing of any adjustment and the opportunity to withdraw from the Cooperative prior to any adjustments taking effect.
- b. Additional services (such as jetting, scraping, repairs, etc.) that are beyond routine cleaning can be scheduled with and paid directly to the City-procured contractor at CUGC pricing, and will not be included in the utility bill. Other charges such as unserviceable visit charges and confined entry will also be billed directly by the City-procured contractor at the rates set forth in the attached price sheet. Nothing in this section shall prohibit the FSE from choosing to use another contractor for additional services as desired.

4. Indoor Grease Traps

Although the primary focus of the CUGC is cleaning and maintenance of outdoor grease interceptors, the CUGC offers a price for cleaning indoor grease traps that can be requested as an additional service. If an FSE elects to receive indoor grease trap cleanings through the CUGC, such cleanings will occur on a monthly basis and will be charged in accordance with the applicable rate for such service. The FSE acknowledges and agrees, however, that the Water Pollution Control Utility General Rules and Regulations (Rules and Regulations) require indoor traps to be cleaned every fourteen (14) days. The FSE may submit a waiver request to reduce the frequency of cleanings to thirty (30) days. In the absence of any such waiver request, or, if Superintendent of the Water Pollution Control Plant (Superintendent) determines that cleaning services need to be performed more frequently than every thirty (30) days, the FSE will be responsible for additional cleanings between the regularly scheduled monthly cleanings. Professional or self cleaning is acceptable if tracked on a log sheet to be produced upon request.

5. Initial Premises Profiles

- a. After an FSE applies to join the CUGC, the City-procured contractor and a CU inspector will arrange for a joint initial inspection, which requires a pump out of the grease interceptor, to collect general information about grease-related infrastructure at the member premises. The cost of this initial pump out, whether the FSE is ultimately enrolled in the CUGC or not, will be billed to the FSE in accordance with Section 10. Based on information collected during the initial premise's profile, the CUGC will provide a recommended cleaning frequency for each facility and rationale *if increasing from the default schedule of once every 90*

days for outdoor interceptors. Changes to initial service frequencies will only be implemented upon City assessment and approval in consultation with the member FSE.

- b. If the initial cleaning service reveals that the FSE is not eligible to participate in the CUGC due to non-conforming equipment (e.g., no outdoor interceptor or manhole), non-functioning equipment, or any other reason determined by the Superintendent, the FSE will be notified of the reasons for non-eligibility. Although the FSE will be billed for the cost of the initial pump out service at the applicable rate, no further charges will be assessed by the CUGC unless and until any deficiencies are corrected and the FSE is determined to be eligible for participation. Nothing in this section shall prohibit the City from assessing fines or penalties for exceedances of the FOG limits in the Rules and Regulations or other violations of the Rules and Regulations or Fort Wayne, IN Code of Ordinances.
6. Scheduling
Members may provide the City with preferred windows of service upon enrollment (e.g. time of day, day of week). The City will coordinate service schedules with its contractor(s) and notify members of established collection windows. Members must request changes in service windows via email, phone, or writing at least thirty (30) business days prior to scheduled service to be effective prior to that service. The City will use its best efforts to accommodate these scheduling requests but cannot guarantee that all requests will be accommodated.
 7. Cleaning and Maintenance Procedures
Cleaning and Maintenance will be coordinated by the City and conducted by the City's contractors, consistent with the procedures described in the Rules and Regulations, which are available at <https://utilities.cityoffortwayne.org/about/utility-rules-regulations>. Provided, however, indoor grease traps will only be cleaned once per month through the CUGC as described in Section 4.
 8. Job Site Requirements and Cleanup
The City's contractors will be required to adequately protect the work site, adjacent property, and the public in all phases of the work and/or services provided herein. The City shall require its CUGC contractors to keep the work site clean consistent with the Rules and Regulations. Contractors shall be solely responsible for all damages or injuries due to action, inaction or neglect related to the services provided under these Terms. As consideration for your enrollment in the CUGC, you expressly waive and disclaim all claims against the City for services provided by contractors under this program, whether arising in contract, tort, or any other theory of liability.
 9. CUGC Communication
 - a. Program updates will be emailed to members. The City will report to member restaurants on the results of data collected, the effectiveness of the program, and solicit member feedback on issues related to service quality, rates or proposed adjustments, and other activities of the Cooperative.
 - b. Members will be encouraged to provide City staff with feedback that will allow the City to best serve the needs of the CUGC members.

- c. Members may provide comments regarding contracted services in writing, by phone, or by email. The City shall use its best efforts to address all comments within a reasonable amount of time and will ensure that comments are forwarded to applicable parties.

10. Billing/Payment

CUGC members shall pay the City for the services received as a bundled portion of their utility bill, and subject to the same terms.

11. Remedies for Failure to Pay

- a. No service will be provided to a member at any time a member is delinquent in its payments to the City. The City may terminate a member's membership in the CUGC if the member has failed to pay on time three times in any one year period.
- b. In addition to the foregoing, if a FSE fails to pay any amount due under these Terms by the due date for said payment as reflected in the bill, the City will have all of the remedies available under Chapter 51 of the Fort Wayne, IN Code of Ordinances, including, without limitation, the ability to place a lien against the FSE property (e.g. the address that is receiving the service under these Terms) in an amount equal to the outstanding balance, plus attorney fees, court costs, and other expenses associated with collecting outstanding balance.

12. Compliance

- a. If inspections or sampling demonstrates the FSE is discharging fats, oils, and grease in volumes that exceed the limits specified in the Rules and Regulations, the FSE may be required to be placed on a more frequent cleaning schedule as a condition of continued enrollment in the CUGC. The determination to require the FSE to participate in a more frequent cleaning schedule will be documented in a written notice to the FSE, with an explanation of the reasons necessitating the change, and the FSE will have fifteen (15) days from the date of such notice to accept the new cleaning schedule including increased costs, or withdraw from the CUGC.
- b. Be advised that the nature of FOG waste creates conditions that cause degradation of grease interceptors and related infrastructure over time. The FSE will be responsible to keep equipment in good repair, including accounting for normal wear and tear. Needed repairs may be done by CUGC's contractor or the FSE's chosen contractor, but the FSE must remain in compliance with the Rules and Regulations.
- c. Continued exceedances of the discharge limits specified in the Rules and Regulations will result in the assessment of penalties as set forth in the Rules and Regulations. In addition, failure to make reasonable efforts to correct the deficiencies resulting in such exceedances may result in the FSE's removal from the CUGC. In that case, the FSE shall be responsible for procuring its own contractor to provide cleaning services as required in the Rules and Regulations.

13. Modification

The City reserves the right to modify, alter, or terminate the CUGC and these Terms at any time.

14. Ownership of Waste

Upon collection, all waste product collected from members of the CUGC by the City's contractors becomes the sole property of the City, and the City may use or dispose of it in its sole discretion.