

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #2

It is not Lewisburg Water and Wastewater's policy nor intent to install water or sewer mains to enhance development at the expense of the rate payers.

Therefore, the Department will continue to follow its policy on subdivisions.


SUBDIVISION

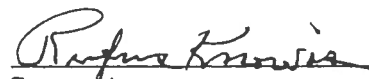
For definition a SUBDIVISION in the Department's usage is any piece of property being divided into two or more pieces.

The Department will provide water service to property of record inside the city as funds are available. The Department will not necessarily provide sewer service to property of record inside the city.

Utility service to any piece of property which came about from the SUBDIVISION of a piece of property will be the responsibility of the developer. The developer will be required to install utility services to the new property which meet Department specifications. The Department will perform regular inspection during construction at a specified inspection fee to be paid by the developer.

Signed this 12th day of March, 1992.


Chairman


Secretary


Board Member

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #4

EASEMENTS

The Department will locate its lines in streets and right-of-ways where possible. If this is not possible, **easements** across property must be obtained. It has always been the Department's policy to minimize construction cost in every way. Any increase in these costs ultimately impact the customer (rate payer) with higher rates.

Therefore, the Department is asking each property owner affected by new lines to donate EASEMENTS to assist in holding down customer rates.

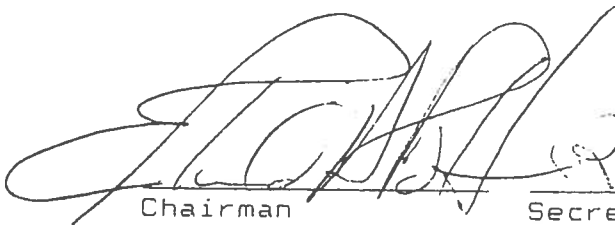
If the property owner does not donate the EASEMENT, then the Department is authorized to offer the property owner \$1.00 per linear foot of main installed in the easement. In cases where there are multiple mains installed within the easement, the offer is made for \$1.00 per linear foot x(times) the number of mains placed in subject easement.

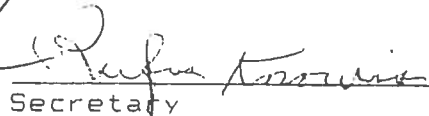
If the property owner chooses not to accept the \$1.00 per linear foot, as offered, then the Department is to proceed with condemnation of property based on a value of \$1.00 per linear foot for each installed main.

The department realizes that certain properties may incur specific damages when trees and structures require removal in order that underground utilities be permanently located.

The General Manager is authorized to negotiate reasonable settlement with the property owner for those damages, whether it be replacement of like kind or monetary.

Effective October 24, 1991


Chairman


Secretary


Board Member

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #5

REQUIREMENTS WHEN EASEMENTS CONTAINING WATER AND SEWER UTILITIES
ARE ENCROACHED UPON BY CONTRACTORS, DEVELOPERS OR INDIVIDUALS

Easements containing water and sewer utilities carry the following restrictions:

1. No building or structures can be erected upon nor within the boundary of the easement.
2. No dirt, rock nor any type of material can be placed upon or removed from the easement without permission from Lewisburg Water and Wastewater.
3. Utilities (mains, manhole, etc.) on property where owners, developers, contractors desiring to fill upon, causing the lot level (grade) to be increased in depth of cover must comply with the following:
 - A. Selected back fill (shot rock or dirt) containing rock no larger than 24 inches in diameter will be permitted within the bounds of the easement.
 - B. A height of no more than ten (10) feet of selected back fill over the existing main will be permitted (consider the existing depth of the main in the ground).
4. Water and sewer mains which are in open grade (above ground) must be properly buried per standard Department specifications prior to increasing the depth of above ground level.
5. Manholes cannot be covered nor surrounded with any material which would prohibit entrance or exit from ground level.
6. Manholes located in areas where the owner desires to fill upon or raise the height of the lot shall be required to raise subject manhole to new ground level at their expense, but not in excess of 3B above. Any alteration must comply with standard Department specifications and pass inspection by Department Construction Supervisor or agent prior to acceptance.
7. If depth requirements must exceed those mentioned above, the owner or developer shall be required to replace the existing main with ductile iron pipe or relocate the main at their expense only by special permission and approval by the Department.
8. Any damage to existing utilities incurred while alterations or encroachment upon the subject easement shall be the responsibility of the property owner or developer.

Effective July 8, 1993

Ross J Beckham
Chairman

Secretary

Buddy Whaley
Board Member

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6

SUBDIVISIONS AND DEVELOPERS

1. The costs and expenses incidental to the installation, connection, and inspection of UTILITY service facilities for residential subdivisions and commercial developments shall be borne by the DEVELOPER. In addition, the DEVELOPER shall indemnify the UTILITY from any loss or damage that may directly or indirectly result from the installation of utility lines and other facilities by the DEVELOPER for a period of one year after UTILITY acceptance of the facilities.
 2. A DEVELOPER seeking to obtain service from the UTILITY will submit to the UTILITY a preliminary plat which shall include the number, size and location of utilities-water and sewer as required, and any other information that will assist the UTILITY in making a determination of availability of service. Each plat shall show the number of units and size (single family, duplex, etc.) to be served in the development. The DEVELOPER or his assignee will be responsible for obtaining all easements as will be required.
 3. Upon receipt of the documents required by Paragraph 2 herein, and the determination that the development is to be pursued, the UTILITY will accept plans and specifications submitted by the DEVELOPER for review and recommendations by the UTILITY'S engineer, with final approval by the Utility's Superintendent.
- The Developers contractor must provide the following:
1. TN State License # _____ (Expiration Date _____)
 2. MUA 3 - Water
MUA 2 - Sewer
 3. Contractors name and address.
 4. Experience in installing water and sewer fixtures.
4. In the event a planned development includes a fire protection system, the DEVELOPER shall submit total fire protection plans including the number and location of sprinkler heads and private hydrants. Installation will be in accordance to the utilities fire line specifications. The acceptance of fire mains and hydrants by the Utility for ownership will be handled on a one on one basis considering what is being served and if subject main will serve other public properties.
 5. The UTILITY may confer with its attorney during any of these procedures. Upon the UTILITY'S approval Of the plans, specifications and other necessary information, the same will be referred to the UTILITY'S attorney and/or manager for the drafting of a contract between the UTILITY and the DEVELOPER.
 6. Before any work is begun on any project, the appropriate contract shall have been signed by the UTILITY and the DEVELOPER. The DEVELOPER shall notify the UTILITY of the proposed starting date of construction in order to have an inspector assigned to the project.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBDIVISIONS AND DEVELOPERS

7. The DEVELOPER shall obtain all permits (building, plumbing, electrical etc.) to serve these facilities and shall comply with the requirements of all other governmental agencies having jurisdiction. When the plan calls for the installation of mains under streets to be opened and dedicated within the development, the DEVELOPER shall execute a Deed of Dedication to the UTILITY of _____ -foot easements within which such lines are to be installed or shall execute a Deed conveying in fee simple the property within which such lines are to be installed. (Normally, the Developer Contract will serve as a transfer of ownership.) The Deeds are to be executed before trenching for the installation of such lines, these Deeds shall describe the easements and property of reference in the book and page of the recorded plat.
8. The UTILITY'S policies regarding the requirement of easements are as follows:
 - (a) All system improvements including storage tanks access roads booster or pumping stations and other facilities shall be constructed on easements approved by the UTILITY or on property conveyed in fee simple to the UTILITY.
 - (b) All easements shall be obtained by the DEVELOPER or his agent.
 - (c) All easements shall be shown on all final subdivisions plats before the plat will be approved by the UTILITY.
 - (d) Any easements that are required outside a proposed development shall be obtained by the DEVELOPER or his agent prior to the initiation of system construction, except those covered in (e) below.
 - (e) If a main within a public right-of-way must be extended to bring service to a new development, the UTILITY may make application to obtain the necessary permission to use such public right-of-way from the state, county or other governmental authority having jurisdiction over the particular right-of-way.
 - (f) It shall be noted that existing policies do not allow for any private service line to be installed across or through the property of others (any lot) on easements in order to secure service of another. The property requesting service shall be adjacent to the main. Mains are however, permitted to be located on easements.
9. After the UTILITY'S Superintendent has reviewed and approved the DEVELOPER'S plans, the DEVELOPER or his engineer will send the plans and review fee to the Tennessee Department of Environment and Conservation for approval. The DEVELOPER shall provide the UTILITY with two (2) sets of State stamped plans prior to construction start date.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBDIVISIONS AND DEVELOPERS

10. The UTILITY will approve a final plat provided:

(a) All system improvements have been constructed and the plat constitutes an "as-built" condition; or

(b) The UTILITY Superintendent will certify the following for final plat approval:

"Certification is given that the Water System and/or Sewer System as indicated on the final subdivision plat entitled _____ has/have been installed in accordance with current local and State government requirements or a sufficient bond or other approved surety has been filed which will guarantee said installation." (Said bond or surety shall be filed with and approved by the City of Lewisburg, Marshall County or Town of Cornersville planning commission secretary as applicable prior to final plat approval.)

11. No UTILITY lines (mains or service lines) or other facilities shall be covered prior to inspection and approval by the utility. A fee shall be charged for inspection services.

12. Prior to or at the time of execution of the contract, the DEVELOPER must pay the following fees and charges currently established by the UTILITY for the DEVELOPER which may include but are not limited to the following:

(a) All Tap Fees for Main to Main Connection

NOTE: The DEVELOPER or his contractor shall not be permitted to tap any existing City main. Taps on existing mains with stub outs shall be provided by UTILITY personnel upon receipt of proper payment and application.

13. Payment for individual lot tap fees within "final" approved platted subdivisions shall be paid prior to the request for service.

14. The DEVELOPER will be permitted to connect to the UTILITY'S existing lines provided the lines extended to and throughout the development shall become the property of the UTILITY free and clear of the claims of any persons or entities.

The contract entered between the parties shall operate as a conveyance of the facilities when the same are installed and accepted without the necessity of any further writing, contract or deed; however, the UTILITY reserves the option to require a deed of exchange thereof.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBDMSIONS AND DEVELOPERS

5. The Developer will install all water and sewer taps

WATER:

The DEVELOPER shall tap the new main (installed by his contractor), extend the service line to each lot (within property boundary) including the meter setter and meter box as specified in UTILITY'S specifications at a reduced tapping fee.

SEWER:

The DEVELOPER shall tap the new main (installed by his contractor), extend the service line to each lot (on property line) including a clean out with protective box as specified in UTILITY'S specifications. Service line extensions shall be properly bedded with approved material and installed to proper grade to provide gravity flow to the main. There will be NO individual lot tap fee using this option.

6. Each family residence or duplex shall be served with a separate meter of a minimum size specified by the UTILITY.
7. Apartment complexes or other types of dwellings or businesses shall be served by a meter of a size approved by the UTILITY.
8. All water services will be installed in a manner to comply with the utility's cross connection program.

Passed on: 05.21.2019

Signed: Bill Marsh
Board Chairman

Signed: [Signature]
Board Member

[Signature]
Board Member

DEVELOPER AGREEMENT

THIS AGREEMENT made on the ____ day of, _____ 20____, by and between LEWISBURG WATER AND WASTEWATER, hereinafter referred to as "Utility", and _____, hereinafter referred to as "**Developer.**"

WITNESSETH:

WHEREAS, the **Utility** owns and operates the water system/wastewater system that will service the area or subdivision as described below; and

WHEREAS, the **Developer** has made application for utility service; Extension of certain water and sewer mains and appurtenances.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties herein contained, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the parties hereto have entered into the following Agreement:

1. Upon completion by the **Developer** of all the **Utility's** requirements set forth herein, the **Utility** hereby agrees to and will permit the **Developer** to connect onto the **Utility's** lines and to install the lines and other facilities necessary for proper installation. The **Developer** is to install the facilities for the utility service strictly in accordance with the drawings, plans, and specifications as drawn or approved by the **Utility**. These drawings, State approved plans, and specifications are attached to the Agreement and made a part hereof as though copied herein.

(a) In the event a planned development includes a fire protection system, the developer shall submit a total fire protection plans including the number of sprinkler heads and private hydrants in accordance to the utilities policy. An

annual charge (fee) will be made to account for annual water use through the fire protection system pursuant to the utilities policy.

2. The **Developer** agrees to follow all health, safety, workers' compensation, and all other applicable federal, state, and local statutes or governmental agency regulations in performing it's obligations under this Agreement.

3. The **Developer** will pay for all material and labor necessary to install and complete the facilities in accordance with all drawings, plans, and specifications and this Agreement.

4. At the time of execution of the Agreement, the **Developer** will pay to the Utility the following fees and charges currently established by the utility for:

(a) Tap fees for main to main connection _____ Water \$ _____
as applicable for this project. _____ Sewer \$ _____

Should installation commence in phases, tap fees will be **pre-paid** prior to commencement of any construction in that designated phase as required.

NOTE: The **DEVELOPER** or his contractor will not be permitted to tap any existing City main.

Should the sub-div contain existing city mains, all required taps on existing mains with stub outs and/or meter box and fixtures to property line will be provided by **UTILITY** personnel upon receipt of proper payment and application for each lot.

The plumber/contractor shall not be permitted to "connect" to the water meter or sewer stub out until the main(s) has been properly tested and accepted by the utility. **Sewer service connections must be inspected by authorized personnel for water tightness prior to covering of tap-connection point, (no exceptions), when the developer, builder or owner commences construction of buildings within the sub-div.**

5. The **DEVELOPER** agrees that a final plat approval will not be required until all system improvements have been constructed whereas the plat constitutes an "as-built" condition and accepted by the utility. (Initial here _____)

OR

The **UTILITY** Superintendent will certify the following for final plat approval:

"Certification is given that the Water System and/or Sewer System as indicated on the final subdivision plat entitled _____ has/have been installed in accordance with current local and State government requirements or a sufficient bond or other approved surety has been filed which will guarantee said installation." (Said bond or surety shall be filed with and approved by the City of Lewisburg prior to final plat approval.)

6. The **Utility** shall have a continuous right to inspect the work on the facilities to assure the **Utility** that the same is being installed as approved. If work is found not to meet the **Utility's** standards, the **Utility** has the right to stop said work on all or any portion of the work until work is upgraded to the **Utility's** standards. An inspection fee of \$.45 per L.F. of all mains and sewer service lines installed will be billed at time of acceptance by the Superintendent and is due and payable upon receipt, prior to active water/sewer service approval.

SEWER: Service laterals will be properly bedded with #67 stone to ensure that lines follow proper grade (from main to city inspection box/wye) for gravity flow. **Contractor/Developer shall note on "As-Builts", the invert elevation of the tap on main and invert elevation of the clean-out wye for each lot.**

Contractor/developer by submission of signed as-builts hereby certifies that all mains, manholes and laterals meet designed gravity flow specifications.

The floor elevation of any building sewers must meet proper grade elevation for gravity flow to clean-out wye/tap connection. Should the wye/tap invert be modified for any reason from as-built elevation following the date of acceptance, the City shall be held harmless from all liability in this regards.

WATER AND SEWER: The utilities inspector is available for inspections services during regular business hours at the \$.45 per linear foot rate. Should the contractor/developer require inspection services beyond regular business hours, they hereby agree to pay time and one half

(overtime) in addition to the per foot charge based on the inspectors regular hourly wage plus payroll additives and expenses.

7. Upon project completion and upon the **Utility** giving written notice of acceptance, the **Utility** shall be and become the sole owner of the facilities free and clear of the claims of any person or entity without the necessity of any further writing, contract, or deed; however, the **utility** may at their discretion require a deed of exchange thereof. The parties intend that this Agreement shall operate as a conveyance of the facilities when the same are installed and accepted.

8. The **Developer** agrees to produce and submit to the Utility as-built drawings (one paper copy, one digital DXF file formatted for computer mapping access) for all the facilities it constructs. "As-built" must show any revisions to the main or appurtenances from the original drawing that was made during construction; to include the sub-div plat with location of meter boxes, sewer clean out boxes, etc. on each lot. A signed as-built (by contractor or developer) must be submitted prior to final acceptance by the utility Superintendent. (Active service will not be allowed until acceptance is given.) As-built must clearly indicate that gravity flow sewer service is available to every lot on plat. Otherwise, any lot which will not gravity flow to the main will require a notation on designated lot that gravity flow is not provided and will require the installation of a grinder pump at developer/owners expense.

T-Post

~~An iron stake~~ or (metal fence post) painted **blue** shall be posted near the "water meter box" to indicate its location whereas to prevent damage to the box or fixtures on undeveloped lots.

T-Post

~~An iron stake~~ or (metal fence post) painted **green** shall be posted at the end of the "sewer stub out" "clean-out box" to indicate its location on undeveloped lots.

The **Developer** and/or owner shall be responsible to pay the cost of re-location of water meter box and/or sewer clean-out box and fixture damage due to construction or landscaping changes made upon individual lots at the direction of developer and/or present owner. Most often, the lot landscaping is incomplete at the time the utility accepts the installed system from the developer. If

the physical re-location of such fixtures is required to be performed by the utility, a bill for such reasonable charges will be forwarded to the developer for prompt payment.

Customer point of connection (water meter boxes or sewer clean-out boxes) which cannot be located from "as-builts", and/or modifications made to lot profile or otherwise which would cause inability of the **Utility** to reasonably locate for service; a new tap will be installed by the **Utility**, with the current tap fee required to be paid to the **Utility** prior to active service connection. This will remain in effect until **all** lots within the named sub-div are placed into active service.

9. The **Developer** hereby warrants all facilities installed pursuant to the provisions of this agreement against defects in workmanship and material for a period of one (1) year from the date of acceptance thereof in writing by the **Utility**. Further, the **Developer** shall immediately repair, at its own cost and expense, all breaks, leaks, or defects of any type whatsoever occurring within one (1) year from the date the facilities are accepted by the **Utility** for active service. Upon the failure of the **Developer** after reasonable notice to take immediate steps to make such repairs, the **Utility** is hereby authorized by the **Developer** to make such repairs at the reasonable cost and expense of the **Developer**, or to have such repairs made by a third party at the reasonable cost and expense of the **Developer** hereunder. In the event emergency repairs are required to maintain or continue active service, the **UTILITY** is authorized to make such repairs at reasonable cost and bill the **DEVELOPER** for such required repairs.

10. In the event the **Developer** fails to install the facilities in accordance with the terms of this Agreement, the **Utility** may, in its sole discretion, elect to accept all or a portion of the facilities installed. Should the **Utility** choose to accept all or a portion of these facilities, the **Utility** shall become the sole owner of the accepted facilities upon giving the **Developer** written notice of its acceptance without the necessity of any further writing, contract, or deed. The **Utility's** election to accept such facilities under this paragraph shall not be construed as an assumption of any

obligation related to these facilities of the **Developer** or of any third party.

11. In the event the **Developer** fails to install the facilities in accordance with the terms of this Agreement, the amounts paid to the **Utility** under paragraph 4 are not refundable to the **Developer**.

12. The **Developer** shall require any contractor(s) who performs work to install the facilities to furnish the **UTILITY** proof of State of Tennessee Contractor's License for the installation of water and sewer as required (Reference **UTILITY'S** General Policy #2, executed 9-

12-91). License: Water MUA-3 License Number: _____
Sewer MUA-2

Contractors name/address: _____

Telephone Number: _____

13. The **Developer** shall provide a copy of this Agreement to any lender or contractor who performs work on the installation of these facilities before entering into any contract with such lender or contractor.

14. The **Developer** covenants and agrees to hold the **Utility** harmless from the claim of any person, firm, corporation or entity, to defend any action at law or equity brought, and to protect the **Utility** against any judgments rendered growing out of the installation herein provided for whether the same be on private or public property.

15. In the event the **Developer** breaches this Agreement, the **Developer** shall bear the cost of the **Utility's** reasonable expenses, including attorney's fees and other expenses incurred in any efforts to enforce this Agreement whether by negotiation, litigations or otherwise.

16. The **Developer** understands and agrees that no third party shall obtain any benefits

or rights under this Agreement with respect to water or sewer tapping privileges, and no connection shall be made to any residence or other customer site until all necessary arrangements have been made in accordance with the Utility's Rules and Regulations.

17. A copy of such Rules and Regulations (Construction Policy #6) is attached to this Agreement and made a part of this Agreement, and in the event of any discrepancies between the terms of this Agreement and the Rules and Regulations, the latter shall control.

18. The invalidity or un-enforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions

19. This Agreement shall constitute the entire agreement of the parties. This Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.

20. Any and all notices permitted or required under this Agreement shall be deemed given if hand-delivered, or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the address on page 8 of 8.

21. ****Special notes applicable to this development:**

Note: New subdivision--Developer Installed Utilities

Tap fees applicable to each individual lot must be paid no later than the date service is requested. Pursuant to Water Service Policy #2 and Sewer Service Policy #1 dated April 12, 1991, the following tap fees shall apply:

Water Service Fee	\$600.00
Sewer Service Fee	No charge

A meter set/connection fee of \$25.00 is required by "application" in the customer's name when active service at the meter is requested. Plus applicable cash deposit.

Reference is made to Water Service Rate Policy #2, Amendment #1, dated October 21, 1999 (copy attached).

ADDRESSES	
DEVELOPER:	UTILITY:
	LEWISBURG WATER & WASTEWATER 100 WATER STREET P. O. BOX 2787 LEWISBURG TN 37091-1787

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the
day and date first above written.

UTILITY: LEWISBURG WATER AND WASTEWATER

Superintendent

DEVELOPER: _____

BY: _____

ATTEST: _____, Print Name: _____
For Utility

ATTEST: _____, Print Name: _____
For Developer

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #8
“Water Service to Property Not Adjacent to the Main”
This policy Supersedes and deletes # 3 and #7

Home owners and lot owners located outside the city limits of Lewisburg, often express a desire for water service and are not adjacent to the water main. In an effort to provide water service to those properties, the following policy is hereby described:

1. The person desiring water service to such properties shall make a request to the department designating the location of property served. This request should be in writing listing all households and lot owners that wish to be part of this water service request. Addresses of homeowners and approximate lot locations should be provided, as well as approximate length of lines required.
2. The Lewisburg water department will determine if the water hydraulics, (pressure and flow) are sufficient to support additional service taps. Also, the department will check to see if water quality can be maintained with these taps, pursuant to State of Tennessee regulations.
3. There shall be only one residence served per each residential water tap.
4. If the application is approved, the department will tap the nearest public water main for service to the properties. The utility's meter will be set on county/state "right-of-way" by permission. The applicant/owner will install a private water service line from their residence/building to the water meter at owners' expense. The maintenance and repair of this line will be the responsibility of the owner. The water department will not do any trouble shooting, maintenance, or service work on the line.
5. The department provides no easements on private property. It is the sole responsibility of the owner to secure written permission from the county highway department. Likewise, written and recorded easements must be obtained from private property owners when crossing private property with a line. Easements must be obtained prior to installation on private property.
6. The length of private water line from to house will determine the water service tap fee. If the length of line from meter to the homeowner is longer than 500 feet, the tap fee will be one half of the regular 2,500 dollar fee. All line shorter than that will pay the standard fee.
7. The department will provide no less than minimal state requirements for pressure and flow at the meter only. The department accepts no responsibility for inadequate pressure and flow at the end of customers' service line. It shall be the responsibility of the customer to properly calculate line size that would be required for sizing of the tap as no recommendation shall be given by the department. It is suggested you consider distance from the tap/meter and elevation to final location.

LEWISBURG WATER AND WASTEWATER (page 2.)
CONSTRUCTION POLICY #8

“Water Service to Property Not Adjacent to the Main”

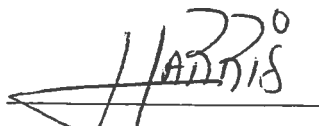
This policy Supersedes and deletes # 3 and #7

8. Tap size cannot be altered after tap is installed on the main. There shall be no refund of water service fee (tap) once the tap has been made on the main.
9. Since the tap, meter box, and service line will be located on T.D.O.T., County “right-of-way” or private property; caution must be exercised to ensure that any disturbed property is properly restored (including dirt, seed and straw). The owner must make sure the entire line is left in a smooth grassy condition with all unearthed stones and rocks removed. The homeowner is ultimately responsible for the condition of the line. The owner’s contractor who installs the line will not be pursued by the department. If the condition of the soil over the new line is not left in acceptable condition, the department will NOT turn on the water.
10. It shall not be the intent of this policy to allow water service to property being developed or sub-divided. Nor to provide water service to lots which may become part of a planned sub-division. Reference Construction Policy #2, sub-division.
11. The department reserves the right to refuse water service if subject tap and usage will lead to the detriment of existing customers.
12. Future growth may require water main extensions. If these mains already serve customers by prior installed private service lines, those customers will then have the option to remain on their present tap or choose to have their water service re-located to the new main, which is now adjacent to their property. Those choosing to be re-tapped would be required to pay a new reduced tap fee of \$ 600. It shall be the responsibility of the existing customer to re-locate their private service line to the new tap location.
13. All abandoned taps will be removed from service.

Approved this 15 day of September, 2016



Board Chairman



Board Secretary

Board member

Lewisburg Water & Wastewater (department)
Construction Policy #9
Dated May 15, 2008

Subject: Fire Hydrants, Sewer Manholes, Valve Boxes, Water Meter Boxes, Sewer Clean Out Boxes.

The department provides "Standard Specifications" for water and sewer line installations installed within its system.

Specifications shall be followed by Contractors, Developers and/or anyone desiring the department to accept ownership of named facilities which they may construct.

Occasions arise after such facilities have been accepted which alter its characteristics causing the "item" to be unacceptable (violation of specifications) for continued use.

Such fixtures are noted, but not limited to:

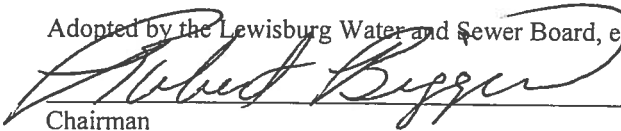
- I.
 1. **Fire Hydrants:**
Landscaping around fire hydrant shall not cause bottom of steamer outlet to become less than 18" above ground level.
 2. **Manhole Covers, Valve Boxes:**
Landscaping, drive ways, etc. constructed after acceptance shall not cover the top of manholes or box, but shall be at normal ground level. Should the elevation of land surrounding such fixtures cause surface water to pond around or cover the fixture, the fixture must be sufficiently raised to prevent water entry.
 3. **Water Meter and Sewer Clean Out Boxes:**
Often, such boxes may not be in their final placement, at initial installations by Developers. New lot grades and landscaping may alter original placement by the Developer/Contractor and/or owner in order to suit their individual preferences.

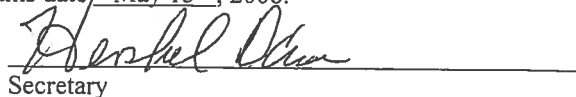
When such alterations occur, it shall be the obligation of the Developer, Landowner, etc. to pay the utility at cost to bring fixtures into compliance with Standard Specifications. Should the Developer sell lot with no building, it is recommended that a copy of this policy be given to the new owner. An agreement should be made between Developer and new owner for responsibility.

- II. Also applicable are standard water meter and sewer cleanout boxes located on private property, when owner by choice, desires fixture re-location. Driveways should not be located over existing utility fixtures. In such cases, the owner shall pay the utilities cost to re-locate to an acceptable location.

This policy shall become part of the Developer Agreement (Construction Policy #6 dated March 17, 2005 as revised).

Adopted by the Lewisburg Water and Sewer Board, effective this date, May 15, 2008.


Chairman


Secretary

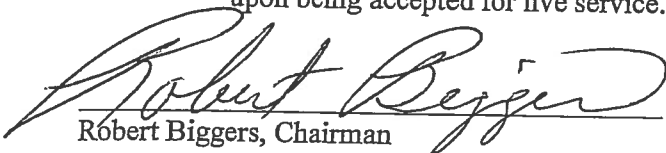

Member at Large

Lewisburg Water and Wastewater
Construction Policy #10
(Rural Water Extensions)

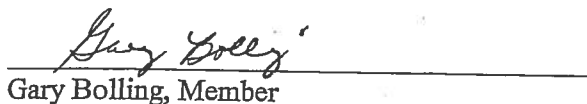
Effective September 18, 2008, Lewisburg Water and Wastewater will establish the following policy:

Lewisburg Water and Wastewater recognizes that there are locations where a large (6" or greater) line is not feasible to provide water service to a limited number of customers who desire public water service. Therefore the following rules will be put into effect.

1. Property owners will be allowed to extend 2 or 4 inch lines for public use upon approval of the Lewisburg Water and Sewer Board and the Tennessee Department of Environment and Conservation. (Lines lesser than 6" will not provide approved fire protection as required by TDEC.)
2. No line will be allowed to be installed larger than the existing line unless directed by the Lewisburg Water and Sewer Board.
3. Property owners will pay 100% of the engineering construction cost, plans review fee and the standard inspection fee in effect at the time of installation.
4. All lines will be installed to the standard specifications of Lewisburg Water and Wastewater. All easements/permissions will be the responsibility of the property owners with written easements if required to Lewisburg Water and Wastewater.
5. No lines will be installed until after plans approval is received from TDEC and materials list is approved by Lewisburg Water and Wastewater.
6. Lewisburg Water and Wastewater will make all wet taps at standard tap fee. Property owners will be responsible for all dry taps including tapping saddles, meter setters and meter boxes. Lewisburg Water and Wastewater will supply the meter at the developer tap fee.
7. Tap fees will be the same as the developer policy tap fees. A main to main tap fee will be charged per the standard tap size requested. Only property owners who participate in the line installation cost will be allowed to purchase tap(s) for a period of one (1) year from completion at the developer rate.
8. Lewisburg Water and Wastewater will assist with TDEC approval of plans after receipt from engineer.
9. Lewisburg Water and Wastewater will accept the lines for ownership perpetual maintenance upon being accepted for live service.


Robert Biggers, Chairman


Hershel Davis, Secretary


Gary Bolling, Member

CONSTRUCTION POLICY #11

Water and Sewer lines on property with no recorded easement

Certain properties in the city and county have water and sewer lines run across them, with no recorded easement. Most of these lines were installed more than 20 years ago, with verbal approval from the landowner. With no recorded easement, the easement by default will be as follows:

NO permanent structure shall be allowed to be built within 10 feet (measured perpendicular to the line) of the water or sewer line.

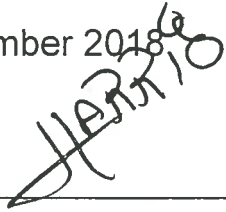
The crew doing the repair, typically using a backhoe, cannot straddle the pipe and dig out the damaged line if a building is within 10 feet of the water or sewer line.

This is to protect the ultimate homeowner from a water line rupture that could affect the foundation of the building.

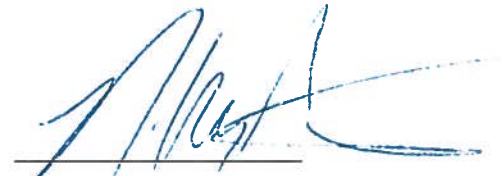
Adopted this 18th day of September 2018



Board Chairman

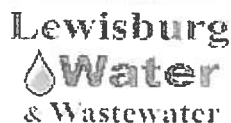


Secretary



Board Member

This policy supersedes all policies on this subject dated prior to this one.



CONSTRUCTION POLICY #12 revised

PUMPED SEWER

This policy is to address property owners and developers who wish to use pumps for the sewer service needed for a new or existing home or business.

In a situation where it is POSSIBLE, the customer shall install a gravity line to a manhole. If this is not possible, the customer shall install a gravity line to a gravity main pipe. If the property is lower in elevation than the sewer system, there is no possibility for the gravity line to function.

If neither of these options is possible the customer may be approved to install a grinder pump and small diameter pipe to get to Lewisburg Water's existing sewer system. Pumps require electricity and more maintenance than a gravity line; so, for the homeowner, the gravity line is the best method.

Each request for pumped sewer will be evaluated when the contractor has a written plan or sketch for Lewisburg Water to evaluate. NO commitment to allow a pumped sewer will be given by Lewisburg water based on a verbally stated desire to tap. The contractor will receive written approval. This approval should be obtained BEFORE any land purchase is made.

It should be noted that pumped sewer will not be allowed to save the contractor money. Also, just because a previous tap was allowed, it does not mean a similar new tap will be approved. Our consulting engineering company will be in charge of making approvals.

In rare cases, pumped sewer into a force main (pressurized sewer line) will be allowed. This will only be allowed when it is the only way to establish sewer and it is APPROVED IN ADVANCE by the Lewisburg Water Department. Approval is based on capacity of the line and how many existing taps are on that line.

The maintenance of the pump and a properly functioning sewer backflow prevention valve is the responsibility of the homeowner. This valve is part of the pump system and is owned by the homeowner.

The entire service line whether it runs through an easement or the road right-of-way is the responsibility of the homeowner. Sewer backups or overflows due to pump or valve failure are not covered by Lewisburg Water and will be the responsibility of the homeowner.

Adopted this 21th day of July 2020.

A handwritten signature in cursive script, appearing to read "Bill Marsh".

Board Chairman

A handwritten signature in cursive script, appearing to read "J. Adams".

Secretary

A handwritten signature in cursive script, appearing to read "J. Adams".

Board Member

This policy supersedes all policies on this subject dated prior to this one.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6

SUBDIVISIONS AND DEVELOPERS

1. The costs and expenses incidental to the installation, connection, and inspection of UTILITY service facilities for residential subdivisions and commercial developments shall be borne by the DEVELOPER. In addition, the DEVELOPER shall indemnify the UTILITY from any loss or damage that may directly or indirectly result from the installation of utility lines and other facilities by the DEVELOPER for a period of one year after UTILITY acceptance of the facilities.
 2. A DEVELOPER seeking to obtain service from the UTILITY will submit to the UTILITY a preliminary plat which shall include the number, size and location of utilities-water and sewer as required, and any other information that will assist the UTILITY in making a determination of availability of service. Each plat shall show the number of units and size (single family, duplex, etc.) to be served in the development. The DEVELOPER or his assignee will be responsible for obtaining all easements as will be required.
 3. Upon receipt of the documents required by Paragraph 2 herein, and the determination that the development is to be pursued, the UTILITY will accept plans and specifications submitted by the DEVELOPER for review and recommendations by the UTILITY'S engineer, with final approval by the Utility's Superintendent.
- The Developers contractor must provide the following:
1. TN State License # _____ (Expiration Date _____)
 2. MUA 3 - Water
MUA 2 - Sewer
 3. Contractors name and address.
 4. Experience in installing water and sewer fixtures.
4. In the event a planned development includes a fire protection system, the DEVELOPER shall submit total fire protection plans including the number and location of sprinkler heads and private hydrants. Installation will be in accordance to the utilities fire line specifications. The acceptance of fire mains and hydrants by the Utility for ownership will be handled on a one on one basis considering what is being served and if subject main will serve other public properties.
 5. The UTILITY may confer with its attorney during any of these procedures. Upon the UTILITY'S approval Of the plans, specifications and other necessary information, the same will be referred to the UTILITY'S attorney and/or manager for the drafting of a contract between the UTILITY and the DEVELOPER.
 6. Before any work is begun on any project, the appropriate contract shall have been signed by the UTILITY and the DEVELOPER. The DEVELOPER shall notify the UTILITY of the proposed starting date of construction in order to have an inspector assigned to the project.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBDIVISIONS AND DEVELOPERS

7. The DEVELOPER shall obtain all permits (building, plumbing, electrical etc.) to serve these facilities and shall comply with the requirements of all other governmental agencies having jurisdiction. When the plan calls for the installation of mains under streets to be opened and dedicated within the development, the DEVELOPER shall execute a Deed of Dedication to the UTILITY of _____ -foot easements within which such lines are to be installed or shall execute a Deed conveying in fee simple the property within which such lines are to be installed. (Normally, the Developer Contract will serve as a transfer of ownership.) The Deeds are to be executed before trenching for the installation of such lines, these Deeds shall describe the easements and property of reference in the book and page of the recorded plat.
8. The UTILITY'S policies regarding the requirement of easements are as follows:
 - (a) All system improvements including storage tanks access roads booster or pumping stations and other facilities shall be constructed on easements approved by the UTILITY or on property conveyed in fee simple to the UTILITY.
 - (b) All easements shall be obtained by the DEVELOPER or his agent.
 - (c) All easements shall be shown on all final subdivisions plats before the plat will be approved by the UTILITY.
 - (d) Any easements that are required outside a proposed development shall be obtained by the DEVELOPER or his agent prior to the initiation of system construction, except those covered in (e) below.
 - (e) If a main within a public right-of-way must be extended to bring service to a new development, the UTILITY may make application to obtain the necessary permission to use such public right-of-way from the state, county or other governmental authority having jurisdiction over the particular right-of-way.
 - (f) It shall be noted that existing policies do not allow for any private service line to be installed across or through the property of others (any lot) on easements in order to secure service of another. The property requesting service shall be adjacent to the main. Mains are however, permitted to be located on easements.
9. After the UTILITY'S Superintendent has reviewed and approved the DEVELOPER'S plans, the DEVELOPER or his engineer will send the plans and review fee to the Tennessee Department of Environment and Conservation for approval. The DEVELOPER shall provide the UTILITY with two (2) sets of State stamped plans prior to construction start date.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBDIVISIONS AND DEVELOPERS

10. The UTILITY will approve a final plat provided:

(a) All system improvements have been constructed and the plat constitutes an "as-built" condition; or

(b) The UTILITY Superintendent will certify the following for final plat approval:

"Certification is given that the Water System and/or Sewer System as indicated on the final subdivision plat entitled _____ has/have been installed in accordance with current local and State government requirements or a **sufficient bond or other approved surety** has been filed which will guarantee said installation." (Said bond or surety shall be filed with and approved by the City of Lewisburg, Marshall County or Town of Cornersville planning commission secretary as applicable prior to final plat approval.)

11. No UTILITY lines (mains or service lines) or other facilities shall be covered prior to inspection and approval by the utility. A fee shall be charged for inspection services.

12. Prior to or at the time of execution of the contract, the DEVELOPER must pay the following fees and charges currently established by the UTILITY for the DEVELOPER which may include but are not limited to the following:

(a) All Tap Fees for Main to Main Connection

NOTE: The DEVELOPER or his contractor shall not be permitted to tap any existing City main. Taps on existing mains with stub outs shall be provided by UTILITY personnel upon receipt of proper payment and application.

13. Payment for individual lot tap fees within "final" approved platted subdivisions shall be paid prior to the request for service.

14. The DEVELOPER will be permitted to connect to the UTILITY'S existing lines provided the lines extended to and throughout the development shall become the property of the UTILITY free and clear of the claims of any persons or entities.

The contract entered between the parties shall operate as a conveyance of the facilities when the same are installed and accepted without the necessity of any further writing, contract or deed; however, the UTILITY reserves the option to require a deed of exchange thereof.

LEWISBURG WATER AND WASTEWATER
CONSTRUCTION POLICY #6 CONT.

SUBMISSIONS AND DEVELOPERS

5. The Developer will install all water and sewer taps

WATER

The DEVELOPER shall tap the new main (installed by his contractor), extend the service line to each lot (within property boundary) including the meter setter and meter box as specified in UTILITY'S specifications at a reduced tapping fee.

SEWER:

The DEVELOPER shall tap the new main (installed by his contractor), extend the service line to each lot (on property line) including a clean out with protective box as specified in UTILITY'S specifications. Service line extensions shall be properly bedded with approved material and installed to proper grade to provide gravity flow to the main. There will be NO individual lot tap fee using this option.

6. Each family residence or duplex shall be served with a separate meter of a minimum size specified by the UTILITY.
7. Apartment complexes or other types of dwellings or businesses shall be served by a meter of a size approved by the UTILITY.
8. All water services will be installed in a manner to comply with the utility's cross connection program.

Passed on: 05.21.2019

Signed: Bill March
Board Chairman

Signed: [Signature]
Board Member

[Signature]
Board Member