

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