

Construction policy # 6 supersedes all previous revisions.

This agreement was made on (date) _____, by _____

and Lewisburg Water and Wastewater. This is referred to as "LWW" or "Utility" and "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) The developer and his contractor will do all construction in accordance with LWW standard specs for Water and Sewer Construction, which are available on LWW's website. Upon completion by the **Developer** of all the **Utility's** requirements, the Utility will permit the **Developer** to connect service lines onto the **Utility's** main lines. The **Developer** is to install service lines per LWW specifications. Drawings and State approved plans are to be provided to LWW.
- 2) The **Developer** agrees to follow all health, safety, workers' compensation, and all other applicable federal, state, and local statutes or government 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) Tap fees will be paid as built 60 days in advance of when taps are needed. The materials needed for large taps are not stocked by LWW. Large tap materials have long delivery times. Developer will pay to the Utility the current fees and charges per water and sewer policy #1. A tap is defined as a physical connection to an existing LWW owned and maintained distribution or collection pipeline.

Should installation commence in phases, tap fee will be pre-paid prior to commencement of any construction in that designated phase as required. The payment for ALL the taps in the phase is not 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.



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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 given by LWW until all system improvements have been constructed by standard specifications and final plat has been received and accepted by the utility. (Initial here _____)

OR

The system improvements have been constructed by standard specifications and final plat has been received and accepted by the utility on a portion of the development AND on the unfinished portion a sufficient surety bond has been filed which will guarantee said installation for the incomplete portion of the development. (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, based on the average hourly loaded rate of inspection personnel, and overtime pay as required, will be billed to the developer 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.**

Contractors/developers 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 elevations 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 regard.

- 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.



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- 8) The **Developer** agrees to produce and submit to the Utility as-built drawings (one paper copy, one digital file formatted for computer mapping access) for all the facilities it constructs. "As-builts" must show any revisions to the main or appurtenance from the original drawing that was made during construction; to include the sub-div plat with locations 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 general manager. At which time the year warranty will begin but not before. (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 the 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.

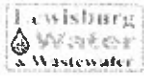
T-post painted **blue** shall be posted near the "water meter box" to indicate its location whereas to prevent damage to the box or fixtures on undeveloped lots.

T-post 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 contractor. If the physical re-location of such fixtures is required to be preformed by the utility, a bill for such reasonable charges will be forwarded to the developer for prompt payments.

Customer point of connection (water meter boxes or sewer clean-out boxes) must be marked and not covered up by contractor. If they cannot be located from "as-builts" or contractor marking stakes or were covered by fill dirt or driveways; 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-division are placed into active service. As a general rule, Water and sewer connections should be drawn by engineers to be aligned with the center of the house, so that meter boxes and cleanouts boxes will not be in the driveway of the house. Water meter boxes and sewer clean-out boxes must never be placed in the driveway area.

- 9) The **Developer** hereby warrants all facilities installed pursuant to the provisions of the 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.



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Upon the failure of the **Developer** after reasonable notice (30 days) 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 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, contact, 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)

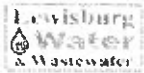
License: Water MUA-3
Sewer MUA-2

License Number: _____

Contractor's 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 the 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.



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- 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 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 available on LWW website and must be met as part of this Agreement. 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 be an instrument in writing executed by all parties hereto.
- 20) Any and all notices permitted or required under this Agreement shall be hand-delivered to the LWW address listed below.
- 21) The developer shall complete the punch list provided by the LWW inspector at the end of the project and provide an updated as-built drawing document, showing the actual finished location of the utilities installed. If these are not completed in a timely manner (one month, unless there is a verifiable delay in the completion exists, such as weather.); ALL future services, such as water and sewer taps, by that individual will be withheld until the punch list and as-builts are completed. This applies to all projects that the individual is involved in as a partner.
- 22) **** Special notes applicable to this development:**
Note: New Subdivision— Developer Installed Utilities

Pursuant to Water and Sewer Service Policy #1, effective October 1, 2022; the following tap fees shall apply:

Water Service Fee: The current board approved fee

Sewer Service Fee: The current board approved fee

A meter set/connection fee of the current board approved fee is required by "application" in the Customer's name when active service at the meter is requested. Applicable cash/check deposit only. The purchaser of the water and sewer taps will be responsible for any and all fees associated with these services at the time of purchase. These fees are not stated in this agreement because they may be passed after the signing of this agreement, but before the purchase of a water and sewer tap. These include but are not limited to capacity fees or other fees passed by the Lewisburg Water and wastewater board and or any government mandated fees.



Developer Agreement Lewisburg Water and Wastewater

revision 9/24/24

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23) This document shall remain in effect for three (3) years from the date signed, unless terminated earlier in accordance with the provisions herein. Upon expiration, this document shall be considered null and void, and all obligations and rights under this document shall cease, except for those provisions that expressly survive termination or expiration.

Developer:

Addresses:

**Lewisburg Water & Wastewater
100 Water St.
P.O. Box 2787
Lewisburg, TN 37091**

In witness whereof, the parties have entered into this Agreement as of the day and date first above written.

Utility:

General Manager, Lewisburg Water and Wastewater

Attest: _____, **Print Name:** _____
For Utility

Developer:

By:

Attest: _____, **Print Name:** _____
For Developer

Construction policy # 6 adopted this 24th day of September 2024

Bill Marsh

Board Chairman

J. Morrow

Secretary

HARRIS

Board Member

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