

DEVELOPMENT: _____
NUMBER OF LOTS OR UNITS: _____

STATE OF ALABAMA

COUNTY OF MADISON

SEWER AGREEMENT

THIS AGREEMENT made and entered into by and between Harvest-Monrovia Water, Sewer and Fire Protection Authority, Inc., (“Authority”) and (“Developer”) as an owner of lots or other property within Authority’s service area on this ____ of _____, 200_.

The Developer desires to install sewer mains and other related equipment necessary to furnish sewer to lots or properties and/or homes, and connect sewer lines to a sewer(main belonging to Authority and Authority is willing to accept Developer onto the system on the terms and conditions as follows:

1. Contact Authority’s Board of Directors describing the development along with your need for sanitary sewer.

(a) During initial contact, furnish Authority three (3) copies of a preliminary plat showing the Location of the subdivision including a section tie point. The preliminary plat should have a scale of not less than 1” equals 100’, and contour interval of not less than 10’. The preliminary plat should identify the road or street system, the proposed lots, and the proposed water and sewer mains, and other related equipment. Flow calculations must be submitted that take into consideration all present and future users for each drainage area. These calculations must include all assumptions used to determine flow. Allow fourteen (14) days for preliminary review

2. Your engineer must obtain from Authority one set of specifications and standard detail sheets necessary for providing a set of detailed construction plans. These construction plans must meet the requirements of section 2.20 of the Authority’s sewer specifications manual. All drawings must be designed by an engineer and bear his stamp.

(a) In the event the Developer proposes to install an alternative sanitary sewer system such as a Recirculating Sand Filter or Package Plant, each system shall be submitted for consideration. Three (3) sets of construction drawings along with all submittal data for the system shall be submitted for the proposed alternative system.

3. Submit to Authority three (3) sets of plans for approval Submit payment of \$250.00 to Authority for an analysis and review of the plans. All sewer line sizes and type will be determined by analysis and review.

4. The following statement shall appear on the preliminary plat and shall be endorsed by an authorized representative of the Authority.

The Harvest-Monrovia Water, Sewer and Fire Protection Authority has reviewed the submitted information for the proposed Development and determined that sewer service can be made available. All construction shall be the responsibility of the Developer.

Name/Title Date

5. Service will not begin unless these conditions are met, including the foregoing and the following, but not necessarily limited thereto:

(a) No service will be provided until all construction is approved and all testing is completed.

(b) Prior to construction of any sewer lines, provide Authority the necessary submittal data on materials as outlined in the specifications along with Affidavit of Compliance of the pipe.

(c) Prior to construction, provide to Authority a Certificate of Insurance with coverage as outlined in specifications. The insurance Certificate must include Harvest-Monrovia Water, Sewer and Fire Protection Authority, Inc, as additional insured.

(d) You must provide evidence to Authority that you have complied with all rules and regulations of the Health Department for Madison County, Alabama, and the State of Alabama, Huntsville Utilities, and Alabama Department of Environmental Management, and any other governmental agency, or agency that has an interest in the extension of the sewer service of Authority.

6. After Authority has received approved plans, submittal data and Certificate of Insurance, the Developer's Engineer or the Developer shall make arrangements for a pre-construction conference to include Authority, Madison County and/or Alabama Highway Departments, the Developer's Engineer, Contractor and Sub-Contractors. No pre-construction meeting will be authorized until a signed preliminary plat is received from the County Engineer.

7. After the pre-construction conference (and not before), the contractor will be authorized to proceed with installation of sewer lines. The authorization must be in writing, if not, there is no authorization.

8. Authority will provide inspection as the system is installed and must be notified at least one week in advance of commencement of construction.

9. Developer will be responsible for the maintenance of the improvements for a period of one year from the date of the final inspection and acceptance in writing. The Developer will be required to file a maintenance bond with the Authority prior to any sewer service becoming available. The

amount of the bond will be for the full amount of the cost of the improvements based on Authority's Engineer's estimate and will remain in effect during the required maintenance period.

10. All sewer lines, to include alternative sanitary sewer systems and other related equipment, once tapped into the Authority's System, will become a part of the System and will be total and separate property of the Authority. Developer by the execution of this instrument docs hereby transfer, set over and convey unto the Authority all of its rights title and interest in and to the sewer lines and other related equipment.

11. Authority agrees to furnish sewer service at the regular price charged by the Authority to its customers of a like kind, as may be increased or decreased from time to time.

12. Authority will make no payment whatsoever to the Developer for sewer lines and/or sewer equipment installed by the Developer. The consideration will be Authority's promise to deliver and/or furnish sewer to the customers on the lines.

13. All connections to existing mains shall be made by Authority or an approved contractor. All materials will be furnished by the Developer.

14. The Developer is responsible to Authority for the actions of all contractors, sub-contractors or any other agent involved in construction of this development.

15. Obtaining sewer service without the approval of the Authority will be subject to a \$500.00 fine per occurrence.

16. A letter of credit may be submitted in lieu of completion of construction for signature on final plat. The letter of credit shall be 110% of construction cost. The letter of credit in no way releases the Developer from any responsibility to complete the development.

17. Final plats submitted for signatures shall be accompanied by two (2) sets of plans and an electronic file (3.5 disk or CD). The format shall be DWG, DGN, OR DXF.

18. The following certificate shall appear on the final plat to be recorded in Madison County and shall be endorsed by an authorized representative of the Authority.

The undersigned, a duly authorized representative of the Harvest-Monrovia Water Sewer and Fire Protection Authority, Inc., hereby approves the within plat for the recording of same in the Probate Office of Madison County, Alabama It is specifically understood that approval of this plat in no way approves or implies an approval of any additional phase, lots or additions to the property contiguous to or adjoining the property described in the plat this the ___ day of _____ 200_.

Name/Title

19. It is specifically understood between the parties to this Agreement that each and every item set forth herein must be completed within the strictest sense of the word, and any noncompliance will relieve the Authority from being obligated to furnish sewer or take any further action towards furnishing sewer.

20. This acknowledges receipt of all Impact Fees, Trunk Line Capacity Charges and all other Fees that may apply to this Development. These Fees shall be paid in full before this agreement is final and Preliminary Plat signed.

21. THIS AGREEMENT IS FOR THE ABOVE REFERENCED DEVELOPMENT, PHASE OR LOTS AS STATED ONLY. NO OTHER PHASES, LOTS OR ADDITIONS CONTIGUOUS TO OR ADJOINING ARE APPROVED OR IMPLIED TO BE APPROVED NOW OR AT ANY TIME IN THE FUTURE.

22. Many changes take place in construction. Therefore, this approval of your plans and specifications is only good for one (1) year. If construction has not commenced within one (1) year from the date of this approval, then all plans and specifications will have to be re-submitted to the Authority for approval. All current Impact Fees and other charges in effect at the time of this approval shall apply and be paid in full.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by and through their proper offices and/or individually on the day and date first above written.

HARVEST-MONROVIA WATER, SEWER AND FIRE PROTECTION AUTHORITY, INC.

WITNESS

By: _____ Date: _____
Manager or Authorized Representative

WITNESS

By: _____ Date: _____
Developer

Development Name & Number of Lots or Units

