

DEVELOPMENT: \_\_\_\_\_

NUMBER OF LOTS OR UNITS: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF MADISON )

**SEWER AGREEMENT**

**THIS AGREEMENT** is 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 effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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 thirty (30) 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 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, Inc. 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.

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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 does 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 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 fine for each occurrence at the fine amount charged by the **AUTHORITY** to its customers of like kind, as may be increased or decreased from time to time.

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 20\_\_\_\_\_ .

\_\_\_\_\_  
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 toward furnishing sewer.

20. This acknowledges receipt of all currently due Impact Fees, Trunk Line Capacity Charges and all

other Fees that currently apply to this Development. Such fees, charges, expenses and costs, as the same may be changed, amended or added by Authority from time to time, for customers of like kind, must 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. The approval of the plans and specifications above requires that construction of the development begin and be concluded and accepted by AUTHORITY within one (1) year from this date. If you have not begun construction within the one (1) year period, or if you began construction, but it has not been completed and accepted by the AUTHORITY within one (1) year from this date, then, all plans and specifications will have to be resubmitted to the AUTHORITY for approval. At the time of such resubmittal, the then current Impact Fees and other charges as established by the AUTHORITY, as of the resubmittal date, shall become due and payable in full.

23. The amount of any fee, cost, fine, expense or charge set forth herein and/or provided or required to be paid to AUTHORITY, shall be in the then current amount as may be set and established by the AUTHORITY for its customers of like kind, from time to time.

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

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

BY: \_\_\_\_\_  
Manager or Authorized Representative

\_\_\_\_\_  
Witness to Signature for HMWSFPA

\_\_\_\_\_  
(Print Name) Date: \_\_\_\_\_  
DEVELOPER

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
Witness to Signature for DEVELOPER

\_\_\_\_\_  
Development Name & Number of Lots/Units