

DEVELOPMENT: _____

NUMBER OF LOTS OR UNITS: _____

STATE OF ALABAMA)

COUNTY OF MADISON)

WATER 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 water mains and other related equipment necessary to furnish water to lots or properties and/or homes, and connect water lines to a water 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 water supply.

(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 and the proposed lots. Allow thirty (30) days for preliminary review.

2. DEVELOPER's engineer must obtain from AUTHORITY one set of specifications and standard detail sheets necessary for providing a set of detailed drawings. The water lines must be detailed on your subdivision plat at a scale acceptable for platting. Water lines shown off-site must have a scale of not less than 1" equals 400'. All drawings must be designed by an engineer bearing his stamp.

3. Submit to AUTHORITY three (3) sets of plans for approval. Submit payment to AUTHORITY for an analysis and review of the plans, in the amount then required by the AUTHORITY. All water 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 water 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) No meter will be serviced if it does not have at least 30 pounds of pressure at the meter.
- (c) No individual booster pumps will be placed in the water system. Individual booster pumps on the customer side of the service line are the customer's full responsibility, expense and ownership.
- (d) Fire hydrants shall be installed at the end of each cul-de-sac.
- (e) Prior to construction of any water lines, provide **AUTHORITY** the necessary submittal data on materials as outlined in the specifications along with Affidavit of Compliance of the pipe.
- (f) 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, Inc., as additional insured.
- (g) 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 water 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 preconstruction conference to include **AUTHORITY**, Madison County and/or Alabama Highway Departments, the **DEVELOPER's** Engineer, Contractor and Sub-Contractors. No preconstruction meeting will be authorized until a signed preliminary plat is received from the County Engineer or approved by the City of Huntsville Engineer if in City Limits.

7. After the preconstruction conference (and not before), the contractor will be authorized to

proceed with installation of water mains. 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 water 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. The water mains, 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 water lines.

11. **AUTHORITY** agrees to furnish water at its regular price charged by the **AUTHORITY** to its customers of like kind, as may be increased or decreased from time to time, together with any fees being charged to its customers of like kind, as such fee or fees may be increased or decreased from time to time.

12. **AUTHORITY** will make no payment whatsoever to the **DEVELOPER** for water lines and/or water systems installed by the **DEVELOPER**. The consideration will be **AUTHORITY's** promise to deliver and/or furnish water to the customers on the lines.

13. All connections to existing mains shall be made by **AUTHORITY**, and material furnished by the **DEVELOPER**. Connections to water mains shall be made with a tapping valve and sleeve if possible. Other types of connections (wet type) shall have the approval of the Owner. All materials for connections shall have prior approval of the **AUTHORITY**. There will be a fee for each tap made by **AUTHORITY** for the **DEVELOPER**. The fee, as established by the **AUTHORITY** for its customers of like kind, from time to time, will be paid to **AUTHORITY**.

14. **DEVELOPER** will be responsible for providing water service lines, including meter boxes with curb stops, to all lots within the proposed subdivision. All service lines under roadway shall be encased in a 1 1/2" (min.) PVC, SCHEDULE 40 pipe as shown on the water line details.

15. Water lines shall not be placed in the same trench as underground electric lines. Water lines shall be placed on the opposite side of the roadway from the underground electric lines. When possible, water meter boxes shall not be placed at or around the location of electric transformers or boxes

16. The **DEVELOPER** is responsible to **AUTHORITY** for the actions of all contractors, sub-contractors or any other agent involved in construction of this development.

17. **AUTHORITY** will take the water samples and submit them to the Health Department for testing. **DEVELOPER** will be required to pay the **AUTHORITY** for each sample. The cost, as established by the **AUTHORITY** for its customers of like kind, from time to time, will be paid to **AUTHORITY**.

18. Obtaining water without the approval of the **AUTHORITY** will be subject to a fine per occurrence in the amount, as established by the **AUTHORITY** for its customers of like kind, from time to time.

19. 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.

20. 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.

21. 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

22. 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 water or take any further action toward furnishing water.

23. This acknowledges receipt of all currently due Impact 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.

24. **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.

25. 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.

26. The amount of any fee, cost, expense or charge set forth herein and 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 duly authorized and acting officers, members, managers and/or other duly authorized and acting individual 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

Date:
(Print Name)
DEVELOPER

BY: _____

(Print Name and Title of Authorized Signer)

Witness to Signature for DEVELOPER

Development Name & Number of Lots/Units