

Agreement For Proposed Development

THIS DEVELOPMENT AGREEMENT AND CONTRACT is made and entered into on this _____ day of _____, 20____, by and between the FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE, a utility district incorporated under the laws of the State of Tennessee, with its office and principal place of business in Knox County, Tennessee (hereinafter called “District”), and _____ (Developer), a _____ (Corporation, LLC, Gen. Partnership, etc.) whose office and principal place of business is in _____ County, _____ (State) (hereinafter called “Developer”).

WITNESSETH

WHEREAS, Developer desires to establish a development, within the boundary of the District, known and to be known as _____ and, whereas, in order that the development may receive water and/or wastewater service from the District and in order for the water and/or wastewater system(s) installed within that development to be fully integrated into the District and in order for the system(s) to function satisfactorily, the District and the Developer do contract and agree as follows:

Article 1 – System Design

Design of the water and/or wastewater systems within the development shall be done by an Engineer, licensed to practice in the State of Tennessee. The design shall conform to the State of Tennessee design criteria for construction of water and wastewater systems. The specifications for systems installed in the District shall be those of the District, approved by the Tennessee Department of Environment and Conservation. The District shall, to the best of its ability, provide all information about existing water and wastewater lines that interface with the development.

Article 2 – Separation of Utilities

A minimum of three (3) feet horizontal separation shall be maintained between water and wastewater lines and any other underground utility. Other underground utilities may cross water or wastewater lines only at a perpendicular angle or as close to perpendicular as possible. Water and wastewater lines are to be vertically separated by a minimum of (18) eighteen inches. (water shall be on top) or be separated ten (10) feet horizontally if less than eighteen (18) inches.

Article 3 – SCADA Required

All water and wastewater pump stations shall be equipped with telemetry systems as specified by the District.

Article 4 – Review of Plans

When design of the development’s water and wastewater system is complete, the Developer shall submit to the District, for review and approval, an electronic (PDF) set of the water and wastewater Design Plans. The District shall review and return the plans as quickly as possible. Charges for the review are as follows:

Fee Schedule for Development

The **Plan review fee** shall be the aggregate of applicable fees as follows:

# of Units*	See respective table, below
Water Review	TDEC Div. of Water Resources "Wastewater Plans Review Fee Worksheet", latest version
Sewer Review	TDEC Div. of Water Resources - Drinking Water Unit "Plans Review Fee Worksheet", latest version

* For commercial, use the number of tenants for the number of lots.
For multifamily residential, use the number of units being served by the project.

Water or Wastewater

0-50 Lots	\$100 each subdivision
51-100 Lots	\$125 each subdivision
101-500 Lots	\$175 each subdivision
Over 500 Lots	\$250 each subdivision

Water and Wastewater

0-50 Lots	\$150 each subdivision
51-100 Lots	\$200 each subdivision
101-500 Lots	\$250 each subdivision
Over 500 Lots	\$350 each subdivision

Developer shall make any revisions required by the District and resubmit. FUD will return Plans with comments one time for the above review fee. Each submittal thereafter will require a resubmittal fee of 10% of the original or a minimum of \$100, whichever is greater. Once the plans are deemed acceptable, the District’s Engineering Department will approve the Plans.

Effective July 1, 2021, **Sewer Capacity Reservation Fees** shall be due and payable as specified in the District’s Rate Resolution. A 50% initial payment shall be required as a condition for obtaining Plans Approval, with the remainder due at the sooner of 24 months after plan approval or FUD assuming ownership of the system. **If a project is funded by loans or grants, and plans approval is required prior to loan closing, the initial payment may be paid within 10 business days of loan closing.**

Article 5 – Review of Materials

Before beginning construction, the Developer’s Contractor (see Article 6) shall submit to the District, for review and approval, an electronic set (PDF) for all materials to be used in the construction of the water and wastewater systems. The District will return electronic copies of reviewed submittals to the Contractor. Material data approved for use in construction shall be stamped "**Approved.**" Material data not approved for use in construction shall be stamped "**Not Approved.**"

Article 6-Contractor Approval

The Developer must submit to the District, for review and approval, the Developer’s choice of utility contractor. Water and wastewater lines must be installed by a contractor, currently licensed by the State of Tennessee to install municipal utilities. Acceptance of the Contractor, by the District, will be based upon verification of municipal utility license and Contractor’s prior performance. For projects incorporating high density polyethylene pipe (HDPE), the Contractor shall be required to furnish current Small Diameter Butt Fusion certification for any employee fusing pipe.

Article 7 – Construction

No construction shall occur until review fees are paid, Design Package (Plans, calculations, etc.) is approved, easement(s) are secured, Contractor is approved, and construction materials are approved. During construction, the District shall provide on-site inspection as the District deems necessary. The District shall present to the Developer and/or Engineer any perceived deviations from the approved practice. If disagreements concerning methods or materials used occur, the District may issue a stop-work order until the disagreements are resolved.

Article 8 – Tests

When construction of the water/wastewater system is complete, tests and observations shall be performed, as follows:

Water - The Contractor shall provide hydrostatic testing as described in the District’s Specifications, latest version. This testing shall be witnessed by District personnel. Contractor shall flush lines for a length of time sufficient to remove sediment, mud, trash and other foreign substances and establish a level of chlorine residual satisfactory to District personnel. After proper chlorine residual has been established, the District shall obtain water sample(s) from the new system for the purpose of testing for presence of bacteria. The District shall also test for the continuity of tracer wire. The District will inspect the development to determine the overall conformity of the system installation with the approved Plans and the District’s requirements.

Wastewater – The Contractor shall perform testing of all wastewater pipelines, manholes and appurtenances in accordance with the District’s Specifications, latest version. Contractor shall pull a sizing mandrel through all gravity piping, and the District shall furnish the mandrel and

witness the pull(s). All testing shall be witnessed by District personnel. For gravity sewer, the District will televise lines to identify necessary corrections, as applicable. For low pressure sewer, the District shall test for the continuity of tracer wire prior to acceptance.

Article 9 – System Warranty

When all tests are successfully completed, the District shall furnish, at Contractor's request, a letter of verification for the tests. The Contractor shall assume responsibility for all defects in material and workmanship of the water/wastewater system for a period of one year beginning on the date the tests are successfully performed. If the Contractor is unable or unwilling to correct defects occurring within that warranty period, the Developer shall assume responsibility for correction.

Article 10 – Plat and Utility Easements

Developer shall provide to the District a copy of the final plat of the subject development that has been recorded with the appropriate county or municipality. Water and wastewater lines shall be depicted on both rights-of-way and within utility easements for the project. All plat maps that are recorded with the corresponding governing county or municipality shall carry the following statement:

“The Water and Sewer Lines installed in this subdivision and/or as shown hereon shall have a minimum 15-foot wide easement, on center, subject to the restrictions and conditions of record per Instrument #200908100011396 on file at the Knox County Register of Deeds Office.”

Alternately, the Developer may furnish exhibit map and legal description prepared by a TN-licensed registered land surveyor (RLS) to the District for use in preparing and recording a utility easement document.

Article 11 – As-Built Drawings

When water/wastewater system is complete, the Developer shall instruct the design engineer to prepare and submit to the District as-built drawings of the water/wastewater system. As-Built Drawings shall consist of Microsoft Windows compatible computer disk formatted in either **AUTOCAD (DWG) or BENTLEY MICROSTATION (DGN)** and portable document format (PDF). As-built drawing requirements are as follows:

Water:

- (1) As-built drawings shall show location of mains, blowoffs, reducers, tees, etc.
- (2) All valves and blowoffs shall be located by measurements taken from two separate, easily identifiable, stationary points. These points shall not include P.I., P.C., or other similar, minute, not easily found points of reference. Property pins may be used if no other reference point is available. All measurements should be taken from manholes,

power poles, electric vaults, telephone pedestals, buildings, etc. Reference points should not include trees, shrubs, or other living organisms or other objects which are subject to change in size or shape. Any deviation from this concept will result in rejection of as-built drawings unless a variance has been obtained, in writing, from the District's Engineer.

- (3) If a main is dead-ended, there should be a blow-off with its location shown by measurement from easily identifiable reference points.
- (4) The District **will not** accept as-built maps showing incomplete portions of a development on the same sheet unless the incomplete portions are labeled as such and a separate as-built is submitted at the time that portion is completed.
- (5) Lot numbers and block letters **must be** shown.

Wastewater:

- (1) Plan and profile of wastewater lines must be shown. Plans should show location of manholes, station number, manhole inverts, and top elevation of manholes.
- (2) Wyes or service connections should be drawn on the plan and shall be assigned a station number or be shown as a distance from the nearest downstream manhole. Any service line laid out of a WYE shall be shown and the length of the service line shall be shown. Profile of wastewater mains shall show ground contours manhole locations, station numbers, invert and top elevations of manholes and grade of wastewater mains.
- (3) Lot numbers and block letters shall be shown.

The District shall review the as-built drawings for content and perform a final inspection of the development to determine the correctness of the as-built drawings. The District will notify the design engineer and/or Contractor, in writing, of any discrepancies or required changes.

Article 12 – Affidavit of Cost

The Developer shall provide to the District, in a form satisfactory to the District, a sworn statement depicting the total cost of design and construction of the system(s) have been paid in full.

Article 13 – Transfer of Ownership

The Developer shall provide to the District, in a form satisfactory to the District, document(s) transferring title and ownership to the District of all water and/or wastewater lines and appurtenances and easements dedicated to such lines and appurtenances free and clear of any encumbrance or mortgage. It is understood and agreed that any existing encumbrance or mortgage on any easement transferred to the District shall be subordinated to the easement interest of the District.

Article 14 – Service to the Development

It is agreed by the Developer that until all conditions and tests set forth in this Developmental Agreement have been successfully completed and that until all documents referred to in this agreement (e.g. signed Development Agreement, final plat, as-built drawings, affidavit of costs, transfer of ownership) have been delivered to the District, in a form satisfactory to the District, the District shall not set water meters, locate wastewater services, inspect service lines, perform maintenance or otherwise provide any services to the development. The District will not accept payment for installing meters until system ownership has been assumed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first above given.

DISTRICT:

**THE FIRST UTILITY DISTRICT
OF KNOX COUNTY,
TENNESSEE**

By: _____
Bruce Giles, General Manager

DEVELOPER:

By: _____
Signature

Name (Please Print)

Title: _____

Phone: _____

Email Address: _____

Mailing Address:

