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| Title of Policy: | **Subdivisions and Developers Policy** | **Pg 1-4** |
| Section #: | Section 19 |  |
| Approval Date: | **February 9, 2021** |  |
| Revision Date: |  | Policy 19.1 |

**POLICY STATEMENT**

1. The costs and expenses incidental to the installation, connection, and inspection Kingston Water Department (KWD) service facilities for residential subdivisions and commercial developments shall be borne by the DEVELOPER. In addition, the DEVELOPER shall indemnify KWD from any loss or damage that may directly or indirectly result from the installation of utility lines and other facilities by the DEVELOPER for a period of one year after KWD acceptance of the facilities.
2. A DEVELOPER seeking to obtain service from KWD will submit to KWD a preliminary plat, which shall include the number, size and estimated cost of each unit and any other information that will assist KWD in making a determination of availability of service. Each plat shall show the number of units and size (single family, duplex, etc.) to be served in the development. The DEVELOPER or his/her assignee will be responsible for obtaining all easements.
3. Upon receipt of the documents required by Paragraph 2 herein, and the determination that the development is to be pursued, KWD may select to submit the documents to its engineer for the preparation of plans and specifications or may select to accept plans and specifications submitted by the DEVELOPER for review and approval by KWD’s engineer.
4. In the event a planned development includes a fire protection system, the DEVELOPER shall submit total fire protection plans including the number and location of sprinkler heads and hydrants.
5. KWD may confer with its attorney during any of these procedures. Upon KWD’s approval of the plans, specifications and other necessary information, the same will be referred to KWD’s attorney for the drafting of a contract between KWD and the DEVELOPER.
6. Before any work is begun on any project, the appropriate contract shall have been signed by KWD and the DEVELOPER. The DEVELOPER shall notify KWD of the proposed starting date of construction and all progress thereon shall be reported weekly KWD.
7. The DEVELOPER shall obtain all permits (building, plumbing, electrical, etc.) to serve these facilities and shall comply with the requirements of all other governmental agencies having jurisdiction. When the plan calls for the installation of mains under streets to be opened and dedicated within the development, the DEVELOPER shall execute a Deed of Dedication to KWD of 15-foot easements within which such lines are to be installed or shall execute a Deed conveying in fee simple the property within which such lines are to be installed. The Deeds are to be executed before trenching for the installation of such lines. These Deeds shall describe the easements and property of reference in the book and page of the recorded plat.
8. KWD’s policies regarding the requirements of easements are as follows:
9. All system improvements including storage tanks, access roads, booster or pumping stations and other facilities shall be constructed on easements approved by KWD or on property conveyed in fee simple to KWD.
10. All easements shall be obtained by the DEVELOPER or his agent.
11. All easements shall be shown on all final subdivision plats before the plat will be approved by KWD.
12. Any easements that are required outside a proposed development shall be obtained by the DEVELOPER or his agent prior to the initiation of system construction, except those covered in (e) below.
13. If a line within a public right-of-way must be extended to bring service to a new development, KWD may make application to obtain the necessary permission to use such public right-of-way from the state, county, or other governmental authority having jurisdiction over the particular right-of-way.
14. The DEVELOPER will pay KWD for plans and review fees related to water and wastewater plans. After KWD’s engineer has either prepared the plans and specifications or reviewed and approved the DEVELOPER’S plans and specifications, or KWD has accepted said plans and specifications, KWD will send the plans and review fee to the Tennessee Department of Environment and Conservation for approval.
15. KWD will approve a final plat provided:
16. All system improvements have been constructed and the plat constitutes an “as-built” condition; or
17. The DEVELOPER gives KWD a bond or letter of credit for 100% of the construction costs of proposed improvements as estimated by KWD or KWD’s engineer. KWD shall hold the bond until all improvements are constructed in full adherence to the plan or until a corrected and amended plat is recorded noting all differences from the original plan. No service shall be initiated within a plated subdivision or development of any kind until either (a) or (b) above are completed to the satisfaction of KWD. KWD, in writing, may waive the bond for contractions under $25,000.
18. Prior to the execution of a contract for over $25,000, KWD shall require the DEVELOPER to post a bond with corporate surety authorized to do business in the State of Tennessee or obtain an irrevocable letter of credit issued by a national bank or a bank authorized to do business in the State of Tennessee for the costs to construct the system improvements to serve the development. KWD’s manager may authorize reduction of the bond or letter of credit on the basis of certification by KWD’s engineer as to percentage of completion of the project as designed by such engineer, with the bond to be reduced to 50% after the project shall be certified as 65% complete, reduced to 25% upon certification that the construction is 90% complete and to 10% upon certification that the construction is 100% complete, subject only to acceptance by KWD.
19. No utility lines or other facilities shall be covered prior to inspection and approval by KWD.
20. Where private lines are permitted by KWD and are not to be dedicated to KWD, KWD’s engineer shall check and approve these lines.
21. Prior to the execution of the contract, the DEVELOPER must pay all fees and charges currently established by KWD for the DEVELOPER which may include but are not limited to the following:
22. All infrastructure required by KWD;
23. Connections Fees;
24. Storage Fees;
25. A Security Deposit or Non-Refundable Service Charge;
26. Plan Review Fees:
27. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
28. Upon execution of the contract, the DEVELOPER will make a non-refundable payment to KWD of up to 5% for water and 8% for wastewater, of the estimated costs of utility construction covered under this contract for engineering, inspection, legal, and administrative expenses.
29. The DEVELOPER will be permitted to connect to KWD’s existing lines provided the lines extended to and throughout the development shall become the property of KWD free and clear of the claims of any persons or entities, except as provided otherwise herein.
30. All meter settings and services will be installed and purchased by the DEVELOPER. The DEVELOPER will furnish KWD an approved meter for installation by KWD.
31. Each family residence, duplex, apartment complexes or other types of dwellings and businesses shall be served with a separate meter of a size approved by KWD.
32. All water services will be installed in a manner to comply with KWD’s cross connection program.
33. The DEVELOPER when developing a subdivision that requires a pumping system for wastewater disposal will be required to use a device approved by KWD.
34. The DEVELOPER will pay a minimum sewer bill after a period of one year from the date the wastewater collection system has passed all certified tests. When the lots are sold the minimum bill will be transferred to the new owner. The new property owner shall start paying the minimum bill upon transfer of ownership, even if the one-year test certification has not expired. This will be disclosed to the lot buyer in the “Point of Sale Contract”.
35. The DEVELOPER will disclose the type of Wastewater System that is required to be installed. The disclosure statement will give a brief description of the wastewater system and the approximate cost of the User Fee. The installation of this system will be installed by KWD or its representative.
36. The DEVELOPER will return a signed copy with address of the new lot owner of the “Point of Sale Contract” to KWD upon sale of a lot by the buyer of the lot.
37. The contract entered between the parties shall operate as a conveyance of the facilities when the same are installed and accepted without necessity of any further writing, contract of deed; however, KWD may also require a deed of exchange thereof.