



Developer Agreement

Policies of Big Creek Water District for the installation of water mains, fire taps, housing developments, line extensions, subdivision...

Commencement:

Prior to the start of the project, the developer shall agree to the policies here within and shall sign an agreement unconditionally deeding to the district all interest the developer may have in the water system constructed in and/or to the development. In turn, the district will agree to incorporate the water system improvements and additions into its present water system and agrees to operate, maintain and service such system in a like manner as it does all other parts of its present system.

An estimate for the entire cost of the project will be prepared by the district engineer. A 15% deposit shall be paid to the district at the time the developer authorizes the district to proceed with the plans and specification and permitting. When the construction permit is obtained from SCDHEC, the balance must be paid in full to the district before construction can begin. The district engineer will determine when the project is ready for construction to begin and authorize the utility contractor to proceed with the project.

The developer shall pay all costs associated with the construction of the water system in and/or to the development project. The district shall contract with an authorized utility contractor. Only contractors on the water district approved utility contractor list will be allowed to install, construct or perform any work pertinent to the installation of the water system in and/or to the development project. The approved utility contractor shall install all water mains and appurtenances which are to be connected to the districts distribution system. The district engineer shall design and prepare plans and specifications for the proposed project.

Plans and Specifications:

The district engineer shall prepare plans and specifications for the proposed work and shall secure the necessary permits from SCDHEC-Bureau of Water, SCDOT, Anderson County Road Maintenance and or any other permits pertinent to the construction of the water system in the development. The water lines will not be placed into operation until an operating permit is obtained from SCDHEC.

Engineering:

The district retains an engineer to prepare the plans, specifications and do inspections for the proposed project. If the developer requests to use its own engineer, there will be an additional 10% cost for the district engineer to review the plans, specifications and to do on sight inspections. The district engineer must give final approval before the project can be considered complete.

Cost:

The district engineer shall prepare a cost estimate for the proposed project to include labor, material cost, maintenance bond, impact fees, engineering, permitting, inspections and any other fees that may be applicable. All water lines, fire hydrants, service connections and meters are to be included in the material cost. The maintenance bond is 5% of the total cost of the project with a minimum of \$2500. After one year of completion of the project, any monies not expended from the maintenance bond are refundable upon the developer request. However, if the developer has any past due water accounts associated with the project, Hammond Water will take monies from the maintenance bond to pay the past due accounts. Engineering and inspection fees are 10% of the cost of the work. This is to include plans and specifications for the proposed work and inspections. Permit fees are based on the actual cost of the permit. A cost estimate breakdown will be furnished to the developer. Cost plus 15% of any extra work incurred will be added to the total cost due to any abnormal laying conditions encountered. (Rock excavation, other latent soil conditions, subsurface structures, etc.)

In the event the developer decides the cost estimate prepared by the district engineer is not acceptable, the developer may request that bids be taken. However, only authorized utility contractors on the district's approved utility contractors list may submit a bid for the project. If the developer desires to have bids submitted by a utility contractor that is not on the approved utility contractor list, he may request that a utility contractor be added to the approved list. This can be accomplished by submitting all required information to the district engineer. Upon approval by the district engineer, the proposed contractor becomes an authorized utility contractor and the utility contractor will be added to the approved utility contractors list and allowed to submit a valid bid.

Approved Utility Contractors:

The district engineer has researched and compiled a list of approved utility contractors. If the developer requests a bid, he may also request a utility contractor be added to the bidders list. The utility contractor must meet all the requirements of the district engineer. All utility contractors on bid jobs must be able to provide 100% performance, payment and guaranty bond with the district.

Policy Changes:

The water district shall have the right to change such policies as may be necessary.



REQUEST FOR WATER LINE ADDITION

DEVELOPER NAME: _____

CONTACT INFORMATION: _____

SUBDIVISION NAME: _____

Site Location:

Attach copies of any information on the addition such as street layout, number of units to be served, fire protection required, estimated start date, estimated completion date, any requirements from financial organizations on development of the proposed facility.

By signing below, the responsible person requesting a water line addition acknowledges receipt of the "Developer Agreement" for the installation of water mains, fire taps, housing developments, line extensions, subdivisions....

Signature

Date

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

AGREEMENT

This agreement made this ____ day of _____, 20 ____ by and between Big Creek Water District, hereinafter referred to as "Big Creek" and _____ hereinafter referred to as "Developer".

WHEREAS, the Developer desires to obtain water services from Hammond Water and

WHEREAS, the Developer acknowledges reading and understanding the latest Policy of Big Creek Water District, for detailing water mains and appurtenances in dwellings, housing developments, line extensions, subdivisions, or otherwise.

NOW THEREFORE, in consideration of the mutual promises expressed herein, the parties hereto have agreed as follows:

I.

The Developer agrees to install water lines to plans and specifications satisfactory with Big Creek and its engineer at the following location: _____

II.

The Following completion of all water lines, Big Creek agrees to provide water service to those lines and to all tap owners along those lines.

III.

By signing this agreement, the Developer unconditionally deeds, transfers and assigns all its rights, title and interest in and to all water mains, lines and appurtenances to Hammond within the development herein described above.

IV.

The Developer further grants, transfers, rind assigns to Big Creek a forty (40') foot construction easement and right-of- way for the purpose of installing and maintaining the water lines, Following construction, the Developer grants unto Hammond a ten foot (10') right-of-way and easement in perpetuity for maintaining and servicing all water lies as installed.

V.

This agreement shall be governed by the laws of the State of South Carolina.

VI.

This is the entire agreement of the parties. Any oral understanding is hereby made null and void unless expressed herein.

VII.

This agreement is binding upon the successors, heirs, and assigns all parties hereto.

This being the entire agreement of the parties, the parties hereto set their hands and seals on the day and year as aforementioned.

IN THE PRESENCE OF:

BIG CREEK WATER DISTRICT

As to Big Creek

BY: _____
Its Manager

As to Big Creek

As to Developer

DEVELOPER

As to Developer

BY: _____
Its Authorized Agent

WATER USER AGREEMENT

This agreement is between Big Creek Water District, organized and existing under and by virtue of the laws of the State of South Carolina, hereafter called the District, and _____ hereafter called the customer.

Whereas, the Customer desires to purchase water for domestic, business, or other uses from the District, and to enter into a Water Usage Agreement as required by the By-Laws of the District.

Therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed that the District shall furnish, subject to the limitations hereinafter provided for such quantity of water at the customer's property located as shown above and billed at:

Service Address: _____/Lot Number: _____

Mailing Address if Different: _____

The Customer shall install and maintain at his own expense a service line, beginning; at his property line and extending to his dwelling; or the facility to be served,

The Customer's service line shall connect with the distribution system from the District at the nearest place of desired use by the Customer, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The Customer expressly agrees to purchase water from the District through the District's service meter at existing line pressure. It shall be the Customer's responsibility to reduce or increase the pressure on his side of the service meter as desired and/or is necessary, The District assumes no responsibility for excessive or low pressure in the Customer's service lines and facilities. The District assumes no responsibility for any damage to the Customer's property from a water leak on the Customer's side of the service meter once a "connect" order has been given to the District.

The Customer shall pay for water at such rates, time and place as shall be determined by the District. Only one (1) dwelling or facility shall be served through any installed water meter.

The Customer agrees that he will make no physical connection between any private water system and the water system of the District. The District may make inspections to enforce this provision. Violation shall be grounds for disconnection of the service. The District shall purchase and install a meter and cut off valve within three (3) feet of the distribution system. The District has the exclusive right to use such meter and cut off valve to monitor and control the flow of water to the Customer. The District may refuse service to any Customer who tampers with a meter and/or cutoff valve or any other measuring device. The District shall have final jurisdiction in any question of location of and service line connection to its distribution system: shall determine the allocation of water to customers in the event of a water shortage; may shut off the water to a Customer who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

Whenever a water meter or tap is utilized solely for the purpose of providing water for a sprinkler system to water lawns or for other irrigation purposes, the District reserves the right to restrict or terminate the flow of water through such meter for periods of time as may be necessary during droughts or when deemed necessary by the District. The District shall have the sole authority and discretion when such action is necessary or needed to preserve water pressure and to provide adequate water to its users.

The failure of a Customer to pay water charges duly imposed shall result in the following penalties:

- A. Non-payment within twenty days from the due date will be subject to a penalty of ten (10) percent of the delinquent water charges.
- B. Non-payment within thirty days from the due date will result in the water being shut off from the customer's property.
- C. Non-payment within sixty days from the due date will allow the District, in addition to all other rights and remedies, to remove the water tap and/or water meter as well as deny water delivery to the Customer's property pending resolution of the delinquent payments.

Service may be discontinued by the District for any violation or any rule, regulation or condition of service and specifically for any of the following:

- A. Misrepresentation in the application as to property or facilities to be supplied or use to be made of the service.
- B. Tampering with main lines, valves or water meters or permitting such tampering by others.
- C. Connections, or cross-connections from the Customer's service line to facilities not covered by this agreement.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20_____

**BIG CREEK WATER DISTRICT
4315 HWY. 29 NORTH BELTON, SC 29627**

For statistical purposes only, please mark one of the following:

- 1. ___Hispanic or Latino ___Not Hispanic or Latino
- 2. ___American Indian/Alaskan Native Asian
- ___ Black or African American
- ___Native Hawaiian or other Pacific Islander
- ___White
- ___Other

Customer Signature

Driver's License Number

Telephone Number

**This is an equal opportunity program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with Secretary of Agriculture, Washington D.C. 20250

RECEIPT

This acknowledges receipt of \$ _____ for _____ tap/service fee. It is understood that if service cannot be provided, the above amount will be refunded.

BY: _____