

AUGUSTA COUNTY SERVICE AUTHORITY
Reservation of Treatment Capacity Agreement – Full Payment

This Agreement is made and entered into this ____*____ of ____*____, *_____, by and between ____*____, herein called the "Developer" and the Augusta County Service Authority, herein called the "Authority".

RECITALS

A. Developer attests that a complete application (the "Application") has been submitted to the Augusta County Community Development for a proposed development (herein called the "Project"). The Application complies with all requirements of the Augusta County Code and the Authority applicable to the Project.

B. The Project is: Commercial ____*____ Industrial ____*____ Residential ____*____

C. The Project is identified as follows on the Application:

Subdivision ____*____

Section ____*____

Site Plan or Plat Title ____*____

D. The Project was acquired by Developer by _____ [Deed Book & Page or Instr. No.]

E. The Authority's Engineering Department has reviewed the Project and has determined that water and sewer capacity is available for the Project based on the information contained in Developer's Application.

F. The Authority's Engineering Department has authorized the Authority to enter into this Agreement as evidenced by the signature at the bottom of this Agreement.

G. The Authority is willing to reserve capacity for public water and/or sewer for the Project, provided the Developer enters into and subsequently complies with all of the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, conditions and agreements herein contained, the parties agree as follows:

1. The Developer has paid the Authority's current Availability Fee as of the date of this Agreement for the reservation of water and/or sewer capacity for the Project.

AUGUSTA COUNTY SERVICE AUTHORITY
Reservation of Treatment Capacity Agreement – Full Payment
(Continued)

The formula used to calculate the Availability Fee as of the date of this Agreement is:

Fee is based on _____ Inch meter size

The amount paid is: \$ _____

2. Transfer of title for any part of the Project (hereinafter referred to as a lot) does not relieve the Developer of Developer's personal responsibility to pay other fees or charges for that lot, provided, however, that the Authority shall not be obligated to collect from the Developer before exercising its other remedies under this Agreement or by law with respect to any lot sold by the Developer.

3. Provided a lot has not been connected to the utility system, beginning January 1, 2013, a bimonthly fixed charge will commence and continue to be assessed with respect to that lot. This charge will be the same fixed charge billed to active customers and will be billed bimonthly to the Developer; or if the Authority is provided with appropriate evidence of transfer of ownership and contact information for the new owner by the Developer, then to the subsequent owner of a lot, until there is an application for service. This charge will maintain the continued reservation of capacity for that lot.

4. The obligation to pay the appropriate hookup fee and the bimonthly fixed charge must be satisfied in full before a water meter will be set or a sewer tap made for a lot. In a case where the bimonthly fixed charge has not been paid when due to maintain a reservation of capacity, no connection to the utility system shall be made until the Authority receives payment of all delinquent bimonthly fixed charges and applicable penalties and interest imposed pursuant to Policy No. 5.6, if any.

5. Upon disapproval of an application submitted through County Code Section 21-9 Site Plans, Master Plan and Plans of Development, or failure of the Developer to obtain approval of such an application within one year of the date of its last submission to the Authority, the Authority, in its discretion, may terminate this Agreement and the reservation of capacity contained therein, provided in such event the Authority shall refund to Developer the Availability Fee paid previously.

6. A. Once paid in whole or in part, Availability Fees and other fees or charges are not refundable unless otherwise specifically provided by Authority policy.

B. The Authority shall have the right to demand immediate payment of all fees and charges related to the Project and to exercise all its rights and remedies under this Agreement if Developer fails to pay when due any fees or charges related to the Project to the Authority pursuant to the terms of this Agreement.

AUGUSTA COUNTY SERVICE AUTHORITY

Reservation of Treatment Capacity Agreement – Full Payment
(Continued)

C. The Authority will not approve any building permit or provide service for lot unless and until all fees and charges for that lot have been paid in accordance with this Agreement.

D. Inspection and ancillary fees related to the Project will be billed separately by the Authority to Developer, with bills payable within 30 days of their date.

E. Except as expressly set out in this Agreement, the relationship between Developer and the Authority shall be governed by the Authority's policies, procedures and rules in effect at any given time.

F. If any fee is not paid by the responsible party (Developer and/or Developer's successor in title) the responsible party shall be liable for all damages, costs and expenses, including attorney's fees, incurred by the Authority related to or as a result of the default, in collecting payment, or in enforcing this Agreement.

G. This Agreement shall be binding on the parties signing it as Owner/Developer with respect to all or any part of the Project, and on successors in title to the Developer who assume Developer's obligations, in every case jointly and severally, and is to be recorded in the Clerk's Office of the Circuit Court of Augusta County. Certain terms and conditions of this Agreement affect lots in the Project owned by successors in title to the Developer even if they do not assume Developer's obligations.

H. In the event of any changes in governmental laws or regulations applicable to the Authority utility system which effectively reduces system capacity, the Authority, in its discretion, may terminate this Agreement and the reservation of capacity contained therein, provided in such event the Authority shall refund to the then current owner of the Project, or of any lot therein which is separately titled, any Availability Fee or bimonthly fixed charges, or portions thereof, paid previously.

I. Nothing in this Agreement shall be construed to modify or limit any right or remedy available to the Authority under applicable law.

[SIGNATURE PAGE FOLLOWS]

AUGUSTA COUNTY SERVICE AUTHORITY

Reservation of Treatment Capacity Agreement – Full Payment
(Continued)

WITNESS the following signatures:

_____ [Entity]

By: _____ (SEAL)
Title

COMMONWEALTH OF VIRGINIA
COUNTY OF AUGUSTA

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____ (name), _____ (title) of
_____, (entity) a Virginia _____, on behalf of
the _____. (entity)

Notary Public
Registration No. _____

My commission expires: _____

Seen and approved:
Engineer's Approval _____