

DEVELOPER AGREEMENT

**Section 1. PURPOSE**

This Agreement is necessary for developments proposing to construct water and/or sewer infrastructure within the Bedford Regional Water Authority's ("Authority") service area.

**Section 2.**

The agreement that will be provided to the developer by the Authority will be similar to that which is shown below.

**DEVELOPERS AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; by and between the BEDFORD REGIONAL WATER AUTHORITY (hereinafter referred to as the "Authority"); and \_\_\_\_\_ (hereinafter referred to as the "Developer");

**WITNESSETH:**

**WHEREAS** the Developer desires to construct a water and/or sanitary sewer facilities project within Bedford County, Virginia, (hereinafter referred to as the "Project"); and

**WHEREAS** said Project will provide water and/or sanitary sewer service to the following property described as \_\_\_\_\_; and

**WHEREAS** the Developer desires that said Project shall be owned, operated, and maintained by the Authority; and

**WHEREAS** the Developer has caused Plans and Specifications (hereinafter referred to as the "Plans"), which are entitled \_\_\_\_\_; dated \_\_\_\_\_ with the latest revision date of \_\_\_\_\_, as prepared by \_\_\_\_\_; of \_\_\_\_\_, **VA** (hereinafter referred to as the "Design Engineer"); and

**WHEREAS** the Authority has upon review approved the Plans to be used in construction of the Project on \_\_\_\_\_; and

**WHEREAS** the Authority and the Developer desire that construction of the Project proceed in a timely manner.

**NOW, THEREFORE**, the parties hereby agree as follows:

- I. Representations and Warranties by the Developer: The Developer represents and warrants that before the system is conveyed to the Authority he will:

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- A. Pay all fees required by the then current Rules and Regulations of the Authority. Fees applicable to this agreement are:

|  |  |
|--|--|
| Sanitary Sewer System Review Fees:               |  |
| Water System Review Fees:                        |  |
| <b>Total Review Fees:</b>                        |  |
| Sanitary Sewer System Inspection Fees:           |  |
| Water System Inspection Fees:                    |  |
| Bacteriological Testing:                         |  |
| Flushing:  |  |
| <b>Total Inspection Fees:</b>                    |  |
| Fire Flow Meter Vault Review and Inspection Fee: |  |
| Large Pump Station Review and Inspection Fee:    |  |
| <b>TOTAL*:</b>                                   |  |

\*Fees are subject to current rates at time of payment.

- B. Construct the Project according to the approved Plans by using a licensed contractor, \_\_\_\_\_, who has passed a prequalification review by the Authority.
- C. Grant the Authority access at all times to the Project for purposes of inspection, taking of samples, and provide copies of permits, test results, and other information which may be reasonably requested by the Authority.
- D. Provide the Authority one of the following sureties, which guarantees completion of the Project according to the plans.

Irrevocable Letter of Credit #: \_\_\_\_\_

Performance Bond #: \_\_\_\_\_

Cashier's Check #: \_\_\_\_\_

(A Cashier's Check is permitted when value of surety does not exceed \$10,000)

as issued by \_\_\_\_\_

and in the amount of \$ \_\_\_\_\_

( \_\_\_\_\_ )

(the amount written out in words)

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- E. Submit to the Authority the required certifications and final surveyed "as-built" drawings required by the Developer Checklist.
  - F. Be solely responsible for the costs for the design, construction, easement acquisition, and other related costs associated with the Project.
  - G. Be solely responsible for adhering to all items listed on the Developer Checklist, or Fire Flow Meter Vault Checklist as appropriate, prior to receipt of a Certificate of Completion, hence prior to receiving service to the subdivision.
  - H. Submit to the Authority a warranty against defects in materials and workmanship which is valid for a period of one (1) year from date of final completion. At the latter of one (1) year from the date of the Certificate of Completion, or the satisfactory completion of the warranty period, the surety shall be released. A portion of the surety may be held until there are at least three (3) residential connections or one (1) commercial connection to the project.
- It is understood by the Developer and Authority that if satisfactory progress is not made towards the completion of the items listed in Paragraph I, Section A thru G, the Authority may deny or refuse to provide evidence of the availability of water and/or sanitary sewer service.
- II. The Developer does hereby undertake and bind himself upon receipt of notice of final approval to convey to the Authority with General Warranty and English Covenants of Title, free and clear of all liens and encumbrances, all of his right, title, and interest in and to the Project as described in the Plans, with such interests in real estate as shall, in the opinion of the Authority and its council, be reasonably necessary for the operation and maintenance of the Project for the provision of water and sewer services.
  - III. The Authority upon conveyance of the Project by the Developer shall undertake to operate the Systems constructed in the Project, install meters, and to provide utility services to the citizens of Bedford County whose properties are proximate to the systems subject to compliance with its published Rates and Regulations and other established operating procedures.

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IV. Miscellaneous:

- A. This agreement shall be binding upon the successors and assigns of the parties hereto. It is expressly understood and agreed by and between the parties hereto that the acceptance by the Authority of the documents conveying Developer's interest in the Project does not mere or extinguish the provision hereof. All warranties contained herein shall survive the completion and closing of the transaction contemplated herein.
- B. The Developer shall have the right to assign its rights hereunder to its lender. Developer shall not assign its rights hereunder to any party other than Developer's lender without obtaining the Authority's prior consent in writing, which consent shall not be unreasonably withheld.
- C. The making, execution, and delivery of this agreement have been induced by no representations, statements, warranties, or agreements other than those expressed therein. Unless other agreements, or understandings are attached in an appendix to this agreement and said appendix is identified in Section IV F., this agreement shall embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This agreement may be modified by an agreement of equal formality signed by the parties hereto as their duly authorized officers or representatives.
- D. Neither this instrument, nor any other documents or oral communication should be construed as a reservation or allocation of water and/or sanitary sewer capacity for this particular project. The Authority cannot reserve or allocate capacity for a particular owner or project unless and until the applicable Authority availability fees have been paid in full. Projects shall be given priority according to the order in which the requisite availability fees are paid.
- E. This agreement shall be governed in its entirety by the laws of the Commonwealth of Virginia.
- F. Attached as part of this agreement are: Developer / Fire Flow Meter Vault Project Checklist; Bill of Sale and Quitclaim, Sample Sureties and Sample Letter of Warranty.

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**IN WITNESS WHEREOF**, the following signatures:

BEDFORD REGIONAL WATER AUTHORITY

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

of Bedford Regional Water Authority, on behalf of the Authority.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

DEVELOPER

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

of \_\_\_\_\_ (company)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.