

DEVELOPER AGREEMENT – NOT AUTHORITY OWNED

**Section 1. PURPOSE**

This Agreement is necessary for developments proposing public water and/or sewer infrastructure to be constructed outside of the Bedford Regional Water Authority's ("Authority") service area, but still within the Authority's jurisdiction for review.

**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**

*For*

**"PROJECTS NOT INTENDED FOR ACCEPTANCE AS OWNERSHIP INTO THE AUTHORITY SYSTEM"**

**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 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.

**WHEREAS** the Developer will own and operate the system upon completion of the construction.

**NOW, THEREFORE**, the parties hereby agree to follow the required phases as follows:

**DEVELOPER AGREEMENT – NOT AUTHORITY OWNED**

**PHASE 1 - REVIEW:**

- A. Developer will submit this completed signed and notarized Developer Agreement to the Authority.
- B. Developer will submit preliminary water/sewer plans and plats to Authority for review, by the developers selected design engineer.
- C. The water/sewer system plans should clearly show each phase of construction, and these phases will need to correspond to the layout that the property is platted.
- D. Developer will be solely responsible for the costs for the design, construction and other related costs associated with the Project.
- E. Developer shall 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:	
<b>Total Inspection Fees:</b>	
<b>TOTAL*:</b>	

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

**PHASE 2 - CONSTRUCTION:**

- F. Upon approval of all design plans by the Authority, a Certificate to Construct will be issued to the developer.
- G. Waterline/sewerline construction approval will only be for the phases for which the fees have been paid.
- H. Developer will construct the Project according to the approved Plans by using a licensed contractor, \_\_\_\_\_, who has passed a prequalification review by the Authority.
- I. The Authority will need to be notified at least three working days in advance of the construction taking place so we can schedule the inspection.



**DEVELOPER AGREEMENT – NOT AUTHORITY OWNED**

J. Developer will 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.

**COMPLETION & CLOSEOUT – PHASE 3**

- K. Field Drawings and field notes are submitted by the contractor to the developer and/or design engineer.
- L. Developer or Design engineer submits to the Authority the final construction record drawings.
- M. Project completion is approved and witnessed by an Authority inspector.
- N. The Authority will issue a Certificate of Completion to the Developer once all steps are fulfilled.

**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

DEVELOPER AGREEMENT – NOT AUTHORITY OWNED

**Section 3. REVISIONS**

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