

C O U N T Y O F Y O R K
PUBLIC SEWER EXTENSION AGREEMENT

THIS AGREEMENT, made this 14th day of November, 2023, by and between **FENTON MILL ASSOCIATES, LLC** hereinafter "Developer", and **THE COUNTY OF YORK, Virginia**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of a certain parcel of land located in the County, hereinafter referred to as the "Property", which is proposed to be developed by the Developer, and the Developer has caused development plans, which show the design and specifications for certain public sewer improvements to be constructed as part of the project, which plans are entitled "Development Plan for Fenton Mill", dated October 31, 2023, prepared by AES Consulting Engineers, and which plans have been approved by the County and are on file in the Department of Public Works (hereinafter referred to as the "Plan"); and

WHEREAS, as part of the development of the Developer's project, the developer will submit an application for a Certificate to Construct Sanitary Sewer Facilities and has requested that the County enter into this agreement, in order to permit the Developer to construct an extension of the County's public sewer system, hereinafter referred to as the "Sewer Facilities", to serve the property; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises, the issuance of the proper permits, the payment of the connection and other fees by the Developer, and the covenants and agreements set out herein, the Developer and County agree as follows:

1. The County hereby agrees to permit the Developer to construct, without cost to the County, the Sewer Facilities, to the satisfaction of the County, in accordance with the Plan referenced above, the provisions of Chapter 18.1, Sewage Disposal and Sewers, York County Code, the County's Sanitary Sewer Standards and Specifications, and the regulations of all other governmental agencies having jurisdiction over such facilities.

2. The Developer shall pay to the County the following

fees:

- a. Inspection fees in the amount of \$33,237.75 (\$300 base fee plus 14,639 feet of pipe @\$2.25 per foot) as required by § 18.1-52, York County Code, to be paid prior to issuance of a Certificate to Construct.
- b. Connection fees in the total amount of \$942,400.00 in accordance with § 18.1-64(a) and § 18.1-65(a) of the York County Code (292-5/8" residential connections @\$3,200.00 each, and one commercial connection @\$8,000.00).

3. Upon completion of the construction of the Sewer Facilities, and approval and acceptance of such facilities by the County, pursuant to the procedures set out in the County's Sanitary Sewer Standards and Specifications, the Sewer Facilities as shown on the "Plan" shall become the property of the County and the County shall operate and maintain the facilities.

4. All contractors utilized by the Developer in installing the Sewer Facilities shall be approved by the County prior to issuance of a Certificate to Construct Sewer Facilities.

5. Developer agrees to indemnify, protect and save harmless the County, its officers, agents, and employees, from and against all losses and damage to property and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance and presence of the Sewer Facilities, until such time as accepted by the County.

6. To ensure the indemnification of the County against any liability arising out of the construction of the Sewer Facilities by the Developer and the Contractor, there is attached hereto a certificate of public liability insurance, and a policy endorsement, in the amount of \$5,000,000 for bodily injury and property damage, including underground property, per occurrence, or insurance of equivalent coverage as approved by the County as being sufficient. The certificate shall include a governmental endorsement thereto naming the County, its officers, agents, and employees, as an additional insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia. Such insurance shall include Worker's Compensation and Employer's

Liability as follows: Coverage A - Statutory Requirement; Coverage B - \$100,000 per occurrence; Coverage C - \$100,000/\$100,000 Accident and/or Disease. Comprehensive automobile liability, including owned, non-owned and hired car coverage in the amount of \$1,000,000 per occurrence bodily injury, and property damage. Lapse, cancellation or termination in any manner of coverage prior to completion and acceptance of the Sewer Facilities shall constitute a violation of this Agreement.

7. No permits to begin construction, including the Certificate to Construct Sanitary Sewer Facilities, will be issued by the County prior to execution of this Agreement.

8. It is mutually understood and agreed that approval of the plans shall not, by such approval alone, be deemed to be an acceptance by the County or other applicable agency of any sewer or other physical improvements shown on the Plans for maintenance, repair or operation thereof, and that the Developer shall be fully responsible therefor and assume all of the risks and liabilities therefor, until such time as the County or other applicable agency has formally accepted them. Upon acceptance of any of the improvements to be dedicated to the County, Developer agrees to execute a maintenance and indemnifying bond, guaranteeing the materials and workmanship of the improvements for one year, which bond shall be executed by corporate surety.

9. This agreement shall be binding upon the Developer and the Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

FENTON MILL ASSOCIATES, LLC

By: _____
Lamont Myers, Manager

Date: _____

Approved as to form:

County Attorney

Date: _____

COUNTY OF YORK, VIRGINIA

By: _____
County Administrator

Date: _____