

WASTEWATER TREATMENT RESIDENTIAL SERVICES CONTRACT

STATE OF GEORGIA,
JACKSON COUNTY.

This Contract made and entered into by the Jackson County Water and Sewerage Authority, hereinafter referred to as the “Authority” and _____, hereinafter referred to as “Developer”.

1.

Developer is the owner of a tract of land located in Jackson County, hereinafter referred to as the “Tract” as more particularly described on Exhibit “A” attached hereto and incorporated herein as a part of this Contract by reference.

2.

The Authority intends to provide wastewater services to the Tract from the wastewater treatment facility known as the “Middle Oconee Wastewater Treatment Plant” located in the City of Jefferson, Jackson County, Georgia.

3.

The Developer shall prepay tap fees to the Authority to aid in development of wastewater infrastructure necessary to provide wastewater services to the Tract.

4.

The Authority has approved the purchase of _____ residential sewer taps for the Tract, the terms of said purchase being described below. Requests for non-residential sewer taps shall be considered at the time the request is made and subject to availability and cost of service capacity. The Authority guarantees it will make available wastewater treatment capacity which will be available for Developer’s use as requested by Developer or on or before _____, whichever is the latest date to occur, at the volume represented by sewer taps paid for hereunder. The site plan, when approved by the local governing authority, will become an exhibit to this Contract and shall be made a part and incorporated herein by reference.

5.

(Paragraph 5(A) shall apply where the number of approved taps is less than 100 taps.)

A. The Authority's governing board has approved the Developer's pre-purchase of _____ taps, at the cost of _____ Dollars (\$_____) per tap. The total cost of _____ Dollars (\$_____) is to be to be paid simultaneously with the execution of this Contract is _____ Dollars (\$_____), which amount is to be considered as consideration for the Authority's execution of this Contract and for the taps purchased.

(Paragraph 5(B) shall apply where the number of approved taps is 100 or more.)

B. The Authority's governing board has approved the Developer's pre-purchase of _____ taps, at the cost of _____ Dollars (\$_____) per tap. The total cost of _____ Dollars (\$_____) is to be to be paid in accordance with the schedule shown on Exhibit "C," and said amount is to be considered as consideration for the Authority's execution of this Contract and for the taps purchased. In all cases, all tap fees owed shall be paid within three (3) years of the signing of this Agreement. Any tap fees remaining after three years will be subject to the tap fee in effect at the time of payment.

The Developer may, at its option, pay for more than the minimum required number of residential sewer taps on an annual basis, but the Authority is not required to provide services at a schedule different than shown on Exhibit "C". In the event Developer pays for more than the minimum number of residential sewer taps it is required to pay for during a calendar year as shown on Exhibit "C", the number of residential sewer taps paid for in excess of the minimum number of residential sewer taps will count toward paying for the minimum number of residential sewer taps in the next calendar year. The cost per tap of residential sewer taps in excess of the required minimum number in a calendar year will be the cost of residential sewer taps in that calendar year. All sums paid for sewer taps are non-refundable.

6.

The cost of non-residential sewer taps for the other buildings in the Tract shall be the cost in effect at the time a tap on request is made.

7.

The parties understand and agree that the Authority's obligation to furnish wastewater treatment infrastructure should be at the closest connection of Authority's system as shown on Exhibit _____. The Developer has sole responsibility to construct all wastewater treatment infrastructures inside the boundary of its Tract in strict accordance with Authority's standards of construction. Additionally, the Developer has sole responsibility for all costs (to include, though not limited to, construction costs, land acquisition costs, and regulatory costs) which may be incurred in reaching the Authority's sewer system connection if said connection is not within the Developer's tract. Any such off-Tract easements, equipment, and infrastructure shall be dedicated and conveyed to the Authority in the same manner as such easements, infrastructure and equipment located on the Tract. Such wastewater treatment infrastructures must receive

approval of the Environmental Protection Division of the Georgia Department of Natural Resources if required.

8.

The terms and conditions of this Contract are binding on, and shall inure to the benefit of the successors and permitted assigns of the parties.

9.

Neither party may assign its rights, duties, obligations or interests under and in this Contract without the non-assigning party's prior written consent. Any purported assignment without such consent shall be null and void.

10.

The Authority shall operate the wastewater system in a reasonable and customary manner; however, the parties acknowledge that interruptions of service may occur, in which event the Authority shall take all reasonable means to restore the wastewater system to operation as soon as possible in accordance with good engineering practice.

11.

For purposes of this Contract, the term Force majeure means any event or circumstance which (i) is beyond the reasonable control of the Party affected (Affected Party), (ii) occurs or exists without fault or negligence on the part of the Affected Party, and (iii) prevents, wholly or in part, the Affected Party from performing its duties and obligations under this Contract (other than obligations of the Affected Party to pay or expend monies for or in connection with its performance under this Contract). Force majeure includes, but is not limited to, act of God, fires, floods, droughts, earthquakes, windstorms, hurricanes, strikes, lockouts, explosions, riots, insurrections, acts of a public enemy, wars, acts of sabotage, actions or orders of governmental authorities (civil or military), and breakage of or damage to pipelines, machinery, or equipment. Force majeure also includes any delay by the Environmental Protection Division of the Georgia Department of Natural Resources to issue required permits and to approve any plans submitted by Authority for the expansion of the Middle Oconee Wastewater Treatment Plant and the wastewater infrastructure in order to provide waste water treatment services to Developer's property described in Exhibit A to this Contract.

12.

Notwithstanding any other provision of this Contract, a delay or failure on the part of the Affected Party in performing its duties and obligations under this Contract shall be excused if, and to the extent, such delay or failure in performance is caused by force majeure but only during the continuance of such force majeure; provided, however, that written notice of such force majeure and the reason(s) therefore shall be promptly given by the Affected Party to the other

Party; and provided further that the Affected Party shall act diligently in attempting to remove or eliminate such force majeure. In such event, neither Party shall be liable to the other Party for any loss or damage caused by such force majeure.

13.

If this project is outside the Authority's service district, Developer shall provide a written commitment from the local government designated to serve such district which allows the Authority to provide sewer service within such district prior to Developer receiving sewer service hereunder.

14.

The Developer and its assigns agree to be bound by all rules and regulations promulgated by the Authority from time to time for use of the treatment facilities.

15.

The Developer and its assigns agree to be bound by all rules and regulations promulgated by the Environmental Protection Division of the Georgia Department of Natural Resources from time to time for use of the treatment facilities.

16.

This Contract shall be construed and performed in accordance with the laws of the State of Georgia.

17.

This Contract supersedes all prior contracts, negotiations and representations of the parties and no term or condition not set forth herein shall be binding on the party.

18.

During the pendency of this Contract, developer shall indemnify the Authority against any claims, losses, or costs incurred by the Authority arising out of those easements, equipment, and infrastructure conveyed to the Authority. If a wastewater line is installed on property for which no easement has been obtained, the Developer shall indemnify the Authority for all costs associated with remedying said encroachment, to include any court costs, attorney's fees, etc.

IN WITNESS WHEREOF, the parties have executed this Contract by its duly authorized officers under hand and seal this _____ day of _____, 200 .

Signed, sealed and delivered
in the presence of:

JACKSON COUNTY WATER AND
SEWERAGE AUTHORITY

Witness

By: _____
Eric Klerk
Manager

Notary Public

Signed, sealed and delivered
in the presence of:

DEVELOPER

Witness

Notary Public
