
MODULAR PLANT WASTEWATER SERVICES CONTRACT

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 the "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 part of this Contract by reference.
2. Developer intends to design and construct a wastewater treatment plant to service the Tract described in Exhibit "A" and attached hereto. Said wastewater treatment plant shall be designed and constructed in accordance with Authority's Modular Plant Policy ("Policy"), as adopted at its April 20, 2006 meeting, and as subsequently amended. The terms of the Policy are incorporated herein by reference. Should a conflict arise between the terms of this Contract and the Policy, the terms of the Policy shall govern. A copy of the Policy shall be available on request at the Authority's offices.
3. Developer shall pay all costs associated with the design, permitting and construction of the entire facility, including obtaining an N.P.D.E.S. Permit if required. The Developer shall be responsible for the costs of review of the plant design and observation of construction by the Authority consultant. The costs for Authority design review and construction observation are described in Exhibit "B" and attached hereto as part of this contract.
4. The Authority has approved a portion of sewer tap fees within the Tract to be applied toward the capital cost of the wastewater plant. The portion of the sewer tap fees applied to this cost shall be calculated and described in Exhibit "C" attached hereto, with the remaining balance of the tap fees, if any to be paid to the Authority pursuant to that Wastewater Treatment Services Contract between the Authority and the Developer.
5. Pursuant to the Policy, and as a condition of this Contract, the Developer has obtained a bond equal to 100% of the estimated cost of the wastewater plant to ensure proper construction, operation and maintenance of the plant until acceptance by the Authority. The estimated cost has been determined based on a review of the plant design plans by the Authority consultant. A copy of said bond has been attached hereto as Exhibit "D."
6. The Developer has attached a copy of the conceptual drawings of the treatment plant as Exhibit "D." Developer has also attached a completed "Wastewater Treatment Plant Design Form", and any related facilities as approved by the Georgia Environmental Protection Division and the consultant for the Authority, and is labeled as Exhibit "E" and attached hereto as part of this contract.
7. The Developer shall be responsible for the costs of operation and maintenance of the plant until the Authority takes ownership. Appropriately certified operators must perform all operations and maintenance, and all activities are to be accurately recorded and made available to the Authority upon request. The Developer agrees that ownership of the treatment plant is to be conveyed to the Authority subject to satisfying, at a minimum, the following conditions:
 - a. No manufacturer warranty issues exist
 - b. No Georgia Environmental Protection Division violations, or violations from any other governmental entity, exist
 - c. No material or contractor liens exist

- d. No unresolved litigation or potential litigation exists as it relates to the treatment plant, plant effluent disposal or the development as a whole
- e. Payment representing _____ percent of the initial design flow to the plant to be paid to the Authority monthly at an amount calculated from the Authority's sewer billing rate structure in effect at the signing of this Contract.
- f. Complete documentation for the transfer of ownership to the Authority of all required land and improvements.

Additional ownership conditions not listed but are specific to this project are described in Exhibit "F" and attached hereto as part of this contract.

The Authority shall not take ownership of the treatment plant until all standards and conditions are met and accepted by the Authority board at a regularly scheduled Authority board meeting.

8. The developer has sole responsibility to construct all wastewater infrastructures inside the boundary of its Tract in strict accordance with Authority standards of construction. Such wastewater infrastructures must receive approval of the Georgia Environmental Protection Division, if required.

9. Upon accepting ownership, the Authority shall operate the wastewater plant 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's operation as soon as possible in accordance with good engineering practice.

10. 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.

11. 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.

12. 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 approve any plans submitted by either Party for the construction of the modular wastewater plant.

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

14. 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.

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
Authority Manager

Notary Public

Signed, sealed and delivered
in the presence of:

DEVELOPER

Witness

Notary Public

*THIS PAGE
INTENTIONALLY
LEFT BLANK*