

THE TOWN OF OCCOQUAN
314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125
703-491-1918 • 703-491-4962 (Fax)



**PERFORMANCE AGREEMENT
STORMWATER MANAGEMENT**

THIS PERFORMANCE AGREEMENT (“Agreement”), is made this ___ day of _____, 20____, by and between _____ (“Developer”), and the Town of Occoquan (“Town”).

WITNESSETH:

WHEREAS, Developer, desires approval of a subdivision plat, site plan or construction plan for a project known as: _____ having Plan Number _____ (“Approved Plan”), which Approved Plan does include the installation of storm water management and best management practices facilities (“Facilities”) as required by the Policies and Ordinances of the Town of Occoquan and the Commonwealth of Virginia; and

WHEREAS, Town has determined the cost of Facilities as shown on the Approved Plan to be _____ (\$_____); and

WHEREAS, Town desires to ensure the installation, construction, maintenance, inspection, and final site inspection of such Facilities;

NOW, THEREFORE, for and in consideration of the foregoing premises, the following terms and conditions, and in further consideration of the approval of the aforesaid plans by Town and issuance of permits for the work proposed to be done as shown on the Approved Plan within ___ months of the date of this Agreement (“Performance Agreement Expiration Date”), the parties agree as follows:

1. Developer has provided guarantee to Town in the form of one of the following:

a. Cash deposit with the Town of Occoquan, receipt # _____

b. Letter of Credit

Name of Institution: _____

Letter of Credit Number: _____

c. Performance Bond

Name of Surety: _____

Town Bond Number: _____

2. The Developer agrees to indemnify and hold harmless the Town from all loss or damage to property, or injury, or death of any and all persons, or from any suits, claims, liability or demands in connection with the physical improvements and facilities however caused, arising directly or indirectly from construction, failure to maintain, or use of such improvements prior to final acceptance by the appropriate governmental agency or authority.

3. The posting of a bond shall not in any way limit the Developer's liability in the event of a breach of this Agreement by the Developer. A subsequent maintenance bond may be required.

4. In the event the Developer fails to perform its obligations hereunder, the Town may utilize the guarantee funds to fulfill the Developer's obligations by force account or contract. In the event the Town draws on any guarantee funds, Developer agrees to deposit, within 10 days of such disbursement, an amount sufficient to restore the guarantee funds to their original balance. Failure to make such deposit shall result in the suspension of all building permits associated with the Approved Plan. The periodic partial and final release of any such performance guarantee shall be made in accordance with state law.

5. The permanent mailing address of the Developer shall be included in this Agreement and it is expressly agreed hereto that Town shall be notified not less than 10 days prior to Developer changing its address.

6. That if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

IN WITNESS of which the parties have signed and sealed under this Agreement.

**NO FURTHER TEXT ON THIS PAGE
SIGNATURE PAGES FOLLOW**

Town Bond No.: _____

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DEVELOPER

Type of Organization:

(e.g., Corporation, Partnership, Limited Liability Company, etc.) _____

State of Incorporation: _____

Legal Name: _____

Address: _____

By: _____ **Its:** _____

Signature

Title

Print Name: _____ **Telephone No.:** _____

Developer's E-Mail: _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

(Name of Person Signing Above)

Notary Public My Commission expires:_____

Notary I.D. Number: _____

Town Bond No.: _____

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TOWN OF OCCOQUAN

By: _____ *Signature* **Its:** _____ *Title*

ACKNOWLEDGMENT OF TOWN

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(Name of Person Signing Above)

Notary Public

My Commission expires: _____

Notary I.D. Number: _____

APPROVED AS TO FORM
TOWN ATTORNEY
