

## **Agreement**

**THIS AGREEMENT**, between the County of Carroll, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and the Carroll County Economic Development Authority (the "EDA") a political subdivision and public body politic and corporate of the Commonwealth of Virginia, provides as follows:

### RECITALS

**WHEREAS**, the EDA is a public body formed pursuant to the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended, for the purpose of promoting industry, developing trade and increasing economic development within the County of Carroll, Virginia; and,

**WHEREAS**, the County, EDA and the Carroll County Public Service Authority (the "PSA") have made significant infrastructure investments in the PSA's water and sewer systems located within the County; and,

**WHEREAS**, the County, EDA and the PSA have identified opportunities to expand the PSA's systems by extending connections to homes, businesses and other uses where service is available but individual connections have not been made into the public systems; and,

**WHEREAS**, greater utilization of the PSA's public water and sewer systems would promote public health in providing safe and reliable drinking water and sewage disposal, improve economies of scale and efficiencies within the PSA's operations, promote economic development by ensuring the availability and viability of safe and reliable drinking water and wastewater treatment for the benefit of citizens and businesses seeking to expand or locate operations within the County; and,

**WHEREAS**, the parties have identified initial costs of service installation and connection as a potential impediment to greater utilization of the PSA's water and sewer services, and wish to remove this potential impediment; and,

**WHEREAS** the EDA desires to establish a grant program to assist citizens and businesses with the costs of connecting their residences or business facilities to the public water and/or wastewater systems (the "Grant Program"), and the County desires to assist EDA by making funding available to EDA in order to establish the grant program, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this Agreement, the PARTIES agree as follows:

*1. The EDA agrees:*

- a. To implement, manage and administer the Grant Program, including preparing application forms and agreements between EDA and the applicants, verification/audit of use of funds, and all necessary bookkeeping and administration. The Grant Program will include the following:

- i. EDA will formulate any necessary application forms or agreements for grant funding between applicants and EDA. Eligible expenses for use of grant funds will include connection fees and capacity fees in accordance with the PSA's generally-applicable rate structure. Additional fees if necessary for service extensions required by the unique location of the structure to be served in relation to the PSA's water and/or sewer mains, such as long driveways or other unique circumstances are outside the scope of this grant program.
- ii. EDA will consult with PSA to determine target areas where water or sewer facilities are available for connection with new or existing residential, commercial, industrial or other facilities, and will formulate a plan for promoting public awareness of the Grant Program, which may include direct contact/solicitation of properties within the target area, publication on the EDA's web page(s), publication on the PSA's web page(s) newspapers or other advertisements, mailings, or other means of promoting the Grant Program.
- iii. Upon receipt of an application for funding pursuant to the Grant Program, EDA will consult with PSA to verify that the property in question can be served by the PSA, and further that a User Agreement has been executed between the PSA and the Grant Program applicant. Such User Agreement may be made contingent upon award of Grant Program funds.
- iv. EDA will track total expenditures for the Grant Program and will not seek cumulative reimbursement under this Agreement in excess of \$100,000, unless this Agreement is amended to increase availability of grant funds. If implementation of the Grant Program generates sufficient public interest, EDA may request an amendment to this Agreement to increase availability of grant funds, however, such increase will be solely within the discretion of the County.
- v. EDA hereby authorizes its Executive Director to approve applications under the Grant Program, and to submit reimbursement requests to the County in conformity with this Agreement

2. *The County agrees:*

- a. To reimburse EDA for allowable and approved expenditures under the Grant Program, up to a maximum of \$100,000. In no event will the County have any obligations hereunder to authorize reimbursements totaling in excess of this maximum amount unless the County, by written instrument, duly authorizes an increase in grant funding.
- b. The County hereby Authorizes the County Administrator and/or Finance Director to review, approve and issue reimbursements to EDA for Grants issued in conformity with this agreement, up to the maximum amount of \$100,000, or other

further amount as the County may by written instrument authorize subsequent to the approval of this Agreement.

3. *Roles of the Parties*

- a. Each Party shall operate as independent entities in accordance with their own rules, regulations and procedures, and neither shall be deemed the agent of the other.
- b. This Agreement will not interfere with or restrict the independence of the Parties. Each Party shall have no authority to contract for or obligate the other Party in any way.

4. *Assignment*

- a. The Parties may not assign any right or interest under this Agreement without first obtaining the written permission of the other Parties which shall not be unreasonably withheld.

5. *Settlement of Disputes*

- a. Both Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this Agreement through mutual negotiation and agreement.

6. *Duration and Termination*

- a. This Agreement shall be effective as of the date of signature by the second Party hereto, and shall remain in effect until available grant funds have been exhausted, or until earlier terminated by either Party with ninety (90) days' advance written notice to the other. Notwithstanding its termination, the provisions of this Agreement will survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close, including completion of any service extensions in progress and approved by the EDA prior to the effective date of termination.

7. *Confidentiality*

- a. The Parties recognize that they are both public bodies subject to the Virginia Freedom of Information Act, Va. Code Section 2.2-3700 *et seq.* ("FOIA") and each Party agrees to treat all properly-designated documents provided by the other party as confidential in accordance with the provisions of FOIA.

8. *Amendments*

- a. This Agreement can be amended at any time by written agreement signed by the Parties.

9. *Notice*

- a. All notices and other communications made under this Agreement shall be effective when received by the other party at the address set forth below. Notices must be sent by certified or registered mail (return receipt requested) or to the telecopier

number set forth below. The parties may, by providing seven days' written notice, modify the addresses set forth below.

Notices to the EDA shall be sent to:

Economic Development Authority of Carroll County, Virginia  
Attn: \_\_\_\_\_  
605 Pine Street  
Hillsville, Virginia 24343

Notices to the County shall be sent to:

The County of Carroll, Virginia  
Attn: County Administrator  
605 Pine Street  
Hillsville, Virginia 24343

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Agreement in two (2) originals.

Economic Development Authority of Carroll County, Virginia

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Carroll County

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Michael Watson

Title: County Administrator

Approved as to Form:

\_\_\_\_\_  
Stephen V. Durbin, County Attorney

