

**AGREEMENT FOR SEWERAGE SERVICE  
REQUIRING AN EXTENSION OR MODIFICATION OF EXISTING FAIRFAX  
COUNTY SEWERAGE FACILITIES**

This Agreement authorizes the Applicant to improve, connect with, and/or extend presently existing sewerage facilities of the County of Fairfax for the purpose of providing sewerage service for the following described property:

Applicant: \_\_\_\_\_

Project: \_\_\_\_\_

Plan # \_\_\_\_\_ and adjacent properties

Tax Map #: \_\_\_\_\_ and adjacent properties

In consideration for the Applicant's authority to improve, relocate, connect to, and/or extend presently existing Fairfax County sewerage facilities, the Applicant agrees to the following conditions:

1. The installation of any sewerage facilities to serve buildings associated with the Project and Plan must be made in strict accordance with plans and specifications approved by the County (the "Facilities").
2. Pursuant to the approval of the above-identified plan, the Applicant is deemed an agent of the County for the purpose of any work the Applicant performs in a County sanitary sewer easement to improve, relocate, connect to, or extend presently existing County sewerage facilities. The Applicant possesses the same rights as the County possesses under any applicable sanitary sewer easement for any work approved under the Plan.
3. Until such time as the Facilities are accepted by the County, the Applicant will operate and maintain the facilities in a clean and normal operating condition, and upon completion of roadway surfacing operations will make all new and existing manholes accessible and properly adjust them to final street surface elevations.
4. The Applicant will clean, correct, or repair the Facilities in the manner directed by the County before the County will accept the Facilities, and the County has the right, but not the obligation, to perform maintenance or repairs on the Facilities at its sole discretion and the expense of the Applicant at any time before the Facilities are accepted by the County.

Acceptance of the Facilities by the County occurs upon issuance of the Final Acceptance Letter to the Applicant, which is herein referred to as "Final Acceptance."

5. Until such time as the Facilities receive Final Acceptance by the County, the Applicant will be liable for any and all claims arising out of or in connection with any damage to the property to be served by the Facilities, other properties, or to the County's sewer facilities caused by reason of the installation, operation, and use of the Facilities.
6. The Applicant may participate in the County reimbursement program as outlined in the County's Statement of Policy Regarding Sewerage Disposal, Section E.
7. The County may plug or otherwise seal the end of the presently existing facilities from or to which the extension is made, or may plug or seal any part of the extension to prevent the entrance of debris and use of such facilities until they are approved for flow.
8. The County will issue plumbing permits to the Applicant for installing sewer connections and approve such connections only after the Applicant obtains Field Approval of the Facilities. Field Approval occurs when the County site inspector conducts a visual inspection of the Facilities for signs of infiltration of debris or water. The Applicant cannot obtain plumbing permits and begin connecting individual sewer laterals to the sewer until Field Approval occurs.
9. The Facilities will become the property of the County, free of any costs, once the Applicant conveys to the County all rights, title and interest in the Facilities and the County has formally accepted the Facilities by issuing a Final Acceptance Letter (Final Acceptance).
10. The Applicant must pay all applicable charges set by the Board of Supervisors by resolution or ordinance in connection with the rendering of sewerage service to the above-described property when and as due; and the Applicant will be responsible for the payment of the monthly service charges for the use of the facilities until such time as the Applicant arranges for the transfer of the sewerage service accounts entered in the Applicant's name to the name of the person or persons who acquired title to the above described property. The Applicant will arrange for the transfer of the sewerage service accounts at the time title to the applicable property is transferred to a new owner.
11. In the sole discretion of the County, the Applicant must post a bond or cash deposit with the County in a sum deemed to be sufficient by the County to guarantee the satisfactory installation of the facilities and satisfactory compliance with the provisions of this Application.
12. The Applicant must record all sanitary sewer easements and show the Deed Book and Page reference on the As-Built submitted to the County.

Note:

Please affix proper name for applicant, i.e., Corporation, Company, Individual, etc., to

be signed by an officer of the Corporation

or Company, if an individual is not applying. Prior to individual house connections, owner at that time, must make application for sewer connections. Return original copy of this Application to Bonds, Agreements and Administration, Environmental and Facilities Inspections Division.

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Applicant (Company/Owner's Name)

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Signature

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Printed Name

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Address

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

Approved: Director, Department of Land Development Services

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

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

Revised 5/19