

**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  
\_\_\_\_\_