

8/19/14

**SECOND AMENDMENT TO RAPIDAN WASTEWATER
SYSTEM SERVICE AGREEMENT**

Between

COUNTY OF GREENE, VIRGINIA

And

RAPIDAN SERVICE AUTHORITY

Date: December 9, 2014

TABLE OF CONTENTS

| | Page |
|---|---|
| ARTICLE I DEFINITIONS | |
| Section 1.1 | Definitions..... 1 |
| ARTICLE II AMENDMENTS TO SERVICE AGREEMENT | |
| Section 2.1 | Amendment to Add Article 4A, Sewer System Facility Fee1 |
| ARTICLE III MISCELLANEOUS | |
| Section 3.1 | Successors and Assigns2 |
| Section 3.2 | Applicable Law2 |
| Section 3.3 | Ratification of Service Agreement2 |
| Section 3.4 | Severability 2 |
| Section 3.5 | Headings3 |
| Section 3.6 | Counterparts3 |

**SECOND AMENDMENT TO RAPIDAN WASTEWATER
SYSTEM SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO RAPIDAN WASTEWATER SYSTEM SERVICE AGREEMENT (this "Amendment") is entered into as of December 9, 2014, between the **COUNTY OF GREENE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), and the **RAPIDAN SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "RSA").

RECITALS:

The County and RSA have heretofore entered into a Rapidan Wastewater System Service Agreement dated August 10, 2004, and a First Amendment thereto dated September 19, 2007.

The County has requested that RSA establish a sewer system facility fee for the Rapidan Wastewater System in order to assist with the financing of the debt owed by the County for said sewer system.

RSA has agreed to the aforesaid County's request upon the terms and conditions set forth herein.

RSA has the authority to fix, charge and collect a sewer system facility fee pursuant to Virginia Code Section 15.2-5114(10), 1950, as amended, and pursuant to its Operating Policy Section 6.02 et seq.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the County and RSA, with the consent of VRA, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. The capitalized terms contained in this Amendment shall have the meanings set forth in the Service Agreement except as defined in the recitals above or unless the context otherwise requires.

**ARTICLE II
AMENDMENTS TO SERVICE AGREEMENT**

Section 2.1. Amendments to the Service Agreement.

The Service Agreement is amended to add Article 4A, Sewer System Facility Fee, to wit:

ARTICLE 4A

SEWER SYSTEM FACILITY FEE

4A.1 Sewer System Facility Fee – Rapidan Wastewater System. RSA hereby establishes a sewer system facility fee for the Rapidan Wastewater System in an amount approved in writing by the County and RSA from time to time.

4A.2 Sewer System Facility Fee Collection. RSA shall collect the aforesaid sewer system facility fee on a periodic basis in accordance with its policies and procedures.

4A.3 Sewer System Facility Fee Disbursement. RSA will disburse to County the amount of sewer system facility fees collected, less an administrative charge of 10% thereon, on a quarterly basis. In addition to the aforesaid administrative charge of 10%, the County shall pay to RSA from the sewer system facility fees collected the cost for RSA to implement the new billing format needed for such fee collection.

4A.4 Sewer Enterprise Fund. The County will hold all sewer system facility fees paid to it by RSA in its Sewer Enterprise Fund. Moneys in the Sewer Enterprise Fund will be used to (i) pay debt service on debt issued by the County associated with the Rapidan Wastewater System, (ii) pay the assumption of debt described in paragraph 6.1, (iii) fund any deficits to RSA associated with the operation and maintenance of the Rapidan Wastewater System and (iv) pay the costs of new wastewater facilities as determined by the County. The County agrees to indemnify and hold RSA harmless in regard to any claim or liability related to the Sewer Enterprise Fund.

ARTICLE III MISCELLANEOUS

Section 3.1 Successors and Assigns. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 3.2 Applicable Law. This Amendment shall be governed by the laws of the Commonwealth of Virginia.

Section 3.3 Ratification of Service Agreement. All terms of the Service Agreement except as amended or modified by the terms of this Amendment are hereby reaffirmed, ratified and confirmed.

Section 3.4 Severability. If any clause, provision or section of this Amendment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Amendment. If any agreement or obligation contained in this Amendment is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the County and RSA, as the case may be, only to the extent permitted by law.

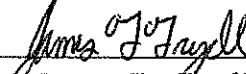
Section 3.5 Headings. The headings of the several articles and sections of this Amendment are inserted for convenience only and do not comprise a part of this Amendment.

Section 3.6 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

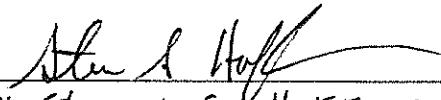
[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures, all duly authorized.

COUNTY OF GREENE, VIRGINIA

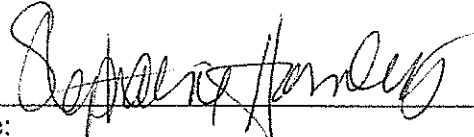
By: 
Name: James F. Frydl
Its: Chairman, Board of Supervisors

RAPIDAN SERVICE AUTHORITY

By: 
Name: STEVEN S. HOFEMAN
Its: CHAIRMAN R.S.A.

Pursuant to Section 7.2 of the Service Agreement, VRA consents to the foregoing amendments to the Service Agreement.

VIRGINIA RESOURCES AUTHORITY

By: 
Name: _____
Its: _____

[SIGNATURE PAGE OF SECOND AMENDMENT TO
RAPIDAN WASTEWATER SYSTEM AGREEMENT]