

# **AGREEMENT FOR PERMIT**

**SOUTHAMPTON COUNTY  
AGREEMENT FOR PERMANENT PUMP & HAUL PERMIT**

WHEREAS, Greenwood RRST, LLC, (the Applicant), located at Moore Lane, Branchville, Virginia is unable to secure a septic permit or an alternative means of septic disposal, and has to rely on a pump and haul system; and

WHEREAS, the Virginia Department of Health will approve a permanent pump and haul permit provided an agreement is entered into between the Southampton County Board of Supervisors (the County) and the Department, guaranteeing that Southampton County will be responsible for the pump and haul system if approved for the said Applicant; and,

WHEREAS, Southampton County is willing to accept such responsibility with the understanding that the said Applicant will provide a bond in the amount of Five Hundred Dollars (\$500.00), and further hold the County harmless for any and all costs incurred by Southampton County as a result of assuming the responsibility for the said Applicant's pump and haul system.

NOW, THEREFORE, this Agreement made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that for and in consideration of the sum of Ten Dollars (\$10.00) and for the further consideration of the said Applicant posting a bond in the amount of Five Hundred Dollars (\$500.00), to be held in escrow, with the Southampton County Director of Utilities as Escrow Agent for the County, the County of Southampton does agree to be responsible for the pump and haul system for which said Applicant is seeking a permit from the Virginia Public Health Department.

The said Applicant agrees to pay unto the Southampton County Director of Utilities, the Escrow Agent for Southampton County the amount of Five Hundred Dollars (\$500.00), which will be placed in an escrow account, and be used only by the County if the said Applicant does not maintain or service the pump and haul system for which the permit from the Virginia Public Health Department is being granted. The said Applicant, in addition to placing Five Hundred Dollars (\$500.00) to be held in escrow by the County, further agrees to indemnify the Southampton County Board of Supervisors for any further amounts that are incurred by the County, as a result of Southampton County accepting responsibility from the said Applicant for the pump and haul permit to be issued by the Virginia Public Health Department.

This permit may be modified in writing from time to time at the request of the County, depending upon further regulation being imposed on the said Applicant by the State Health Department or the Southampton County Department of Public Health, with respect to the governing and operation and maintenance of pump and haul system.

Further, if the said Applicant fails or refuses to operate and maintain said pump and haul system pursuant to Health Department regulations, the County reserves the right to notify the said Applicant and cancel said permit.

The County further agrees to notify the State Health Department of said breach and cancellation and request that the pump and haul permit be revoked.

WITNESS the following signatures and seals this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT

By \_\_\_\_\_

SOUTHAMPTON COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Clerk to the Board