



WATER MANAGEMENT AGREEMENT

This Agreement (the "Agreement") is made and entered into this 18 day of August, 2012 by and between Water Management, Inc. of 117 Clermont Ave. Alexandria, Virginia 22304-4837, hereinafter referred to as "WMI", and Westbriar Plaza Condominium hereinafter referred to as "Purchaser".

Purchaser is the duly constituted representative of that certain property commonly known as Westbriar Plaza Condominium. The property's office is located at 2653 Park Tower Dr. and 2663 Manhattan Pl, Vienna, VA 22180 and consists of 116 total units, hereinafter referred to as "the Property".

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree to the following:

SECTION 1

1.1 WMI agrees to develop and implement a water management program (hereinafter "Program") for the Purchaser for the purpose of reducing and controlling water usage at the Property.

WMI shall perform the following during the term of this Agreement as part of the Program:

- A. Rebuilding of existing low volume toilets with upgraded parts;
- B. Repair of leaking tub and faucet assemblies, including replacement of washers, seats and diverter valve parts, where needed;
- C. Installation of flow controls on bath and kitchen faucets as needed;
- D. Replacement of existing showerheads with WMI showerheads;

- E. Monitor the Property's water meters and water consumption for the length of the agreement.
- F. Periodic distribution of notices, flyers, magnets and other reminders to residents about the importance of saving water and to e-mail or call our *Leakline* to report water leaks. WMI agrees to maintain for the length of the contract a "Hotline" telephone number for residents to report service requests;
- G. Work consistently to reduce water usage during the terms of this Agreement. Whenever consumption unexpectedly increases during the course of this contract, WMI's reinspection team will investigate the reason for the increase. If it is determined that the reason for increased consumption is due to in unit leaks, WMI will notify the units involved and begin an inspection process to determine the source of the problem and rectify the situation as soon as possible.
- H. Additional tasks: Repair and maintenance of plumbing fixtures in the common areas.

WMI shall coordinate access to the units with Management of the property and Management shall provide reasonable assistance to WMI in giving advance notice to unit owners and residents regarding access needed by WMI, subject to the requirements of the properties rules and regulations. WMI may install additional water saving or monitoring equipment as they deem necessary upon notification and approval of the Purchaser. The parties agree that the work being performed by WMI is in the nature of repair and/or maintenance.

1.2 Type of equipment and services not provided by WMI for the Purchaser consist of the following:

- A. Upgrading of facilities not directly covered in Section 1 above. This includes payment for new fixtures due to tenant neglect or replacement of broken toilets, faucets or tub assemblies that were not a direct result of WMI's work;
- B. Broken water mains and piping. If WMI should discover these problems through its engineering analysis and inspection procedures, the Purchaser should rectify the situation in a timely manner. WMI will supervise all needed repairs to water system and coordinate contractors at the Purchaser's request. If WMI should discover any such problems, Purchaser will be notified immediately;
- C. Cost for repair or replacement of malfunctioning mechanical system valves such as float or safety valves;
- D. Old Faucets, tub assemblies and toilet accessories that Purchaser would want replaced for aesthetic purposes as opposed to a mechanical leak problem;
NOTE: The basic program is provided at no charge to the residents and or owners, but the residents and or owners may purchase and pay for the following other products and services (see attached price list).
- E. Any water leak not on the supply side, e.g., leaks from J-traps or drain pipes.

SECTION 2

In consideration for WMI performing the services described in Section 1 above, Purchaser agrees to the following:

- A. **Initial Fee:** Purchaser agrees to pay WMI a fee of \$ 0.00 per unit for the program. Payment due 20 days after the signing of this agreement.
- B. Purchaser shall assist WMI in gaining access to all units within a reasonable time after the effective date of this Agreement for the purposes of providing the services described in Section 1.1 herein above;

C. Purchaser shall promptly supply copies of all water bills (either by fax 703-370-9179 or by mail), from the properties water utility provider, represented by meter account #'s: #42906 and #42907 within fifteen days of receipt of the bills by Purchaser, to be used to calculate savings,

D. Purchaser agrees to remit to WMI a portion of the Purchaser's savings from reduced water consumption in a manner to be determined as follows:

1. The Base Period Average Daily Consumption ("Base ADC") for the property is the combined average of both City of Falls Church metered accounts listed in section 2 paragraph C., One Hundred Fifteen (115) gallons per unit per day.

Base Period ADC is the Average Daily Consumption that was established from information supplied by the management company consisting of meter readings taken by the local water authority.

2. Beginning with the first full billing period after the signing of this agreement WMI shall calculate, on an on going basis, the total monetary savings during each specific billing period, by the following method:
 - a. WMI will multiply the "Base ADC" times the then prevailing "rate" charged by the Purchaser's supplier of water/sewer for the Base ADC times the "number of units" times the "number of days" in the specific billing period to determine the "Base Cost".
 - b. The total amount charged by water supplier for water/sewer consumption for the billing period will represent the "Present Cost" for the period. Charges that are not based on volume of consumption for the period (e.g. meter fees, service charges) will not be included in the present cost;

- c. WMI will subtract the "Present Cost" from the "Base Cost" to determine the "Total Monetary Savings" for the period;
- d. Purchaser shall pay to WMI the following percentages of the Total Monetary Savings at the property:
 1. Purchaser shall pay WMI Sixty percent (60%) of the Total Monetary Savings at the Property realized throughout the first 30 month (2 1/2 years) of the Agreement.
 2. Purchaser shall pay WMI Forty percent (40%) of the Total Monetary Savings at the Property realized throughout the remainder of the Agreement.
 3. If there are no savings realized during a particular billing period, there will be no payment due for that billing period.

Attached hereto as Exhibit A is the Water Consumption Analysis used in compiling these Base Period ADC numbers. Also attached hereto as Exhibit B is a sample calculation using the above formula.

SECTION 3

- A. WMI shall be responsible for submitting to Purchaser its calculations and an invoice for such amount which is payable to WMI from Purchaser.
- B. Purchaser shall remit in full to WMI within thirty (30) days after date of WMI's invoice that amount which is payable to WMI as calculated in Section 2 above. Failure to make such payment shall constitute a default by the Purchaser under this Agreement. In the event that Purchaser believes that a given statement's calculations are incorrect, Purchaser must notify WMI, in writing, before the 30-day payment term has passed. Such written notification must include a detailed description of the calculation(s) in question, in accordance with Section 2 above. .

- C. In the event Purchaser fails to remit in full any payment due WMI within forty-five (45) days after invoice date, a penalty of one and one half percent (1.5%) of the outstanding balance will be added each month until all charges are paid. In the event that either party to this Agreement commences a legal proceeding to enforce any of the rights or obligations hereunder, the prevailing party in such legal proceeding shall be entitled to collect from the other party reimbursement for its reasonable attorneys' fees (at trial and on appeal) and related costs of litigation;
- D. Buyout Option: It is understood and agreed by the parties hereto that at any time after twelve (12) months of WMI billing, the Purchaser has the option of terminating, by means of a buyout, the Agreement and all covenants, terms, and conditions in the Agreement. Should the Purchaser choose to exercise this buyout option, the Purchaser must pay to WMI a dollar amount calculated as follows: The average monthly payment (AMP) is equal to the sum of all invoices from WMI during the twelve (12) months preceding the proposed terminating date divided by twelve (12). The buyout cost to the purchaser will be equal to the AMP times the number of months remaining in the Agreement times 75%.

$$\text{Buyout Cost} = \text{AMP} \times \text{Months Remaining} \times 75\%$$

- E. If the Purchaser sells or otherwise disposes of the property to any third party, and the new purchaser does not agree to be bound by the terms and conditions of this Agreement by written assignment or other appropriate documentation, then Purchaser shall be fully obligated to exercise the Buyout option in accordance with the terms and conditions as stated above. .

SECTION 4

- A. Notices to either party to this Agreement shall be sent to the addresses below, or to such other addresses as may be designated in writing by the parties:

If to WMI:

Water Management, Inc.
117 Clermont Avenue
Alexandria, VA 22304-4837

If to Purchaser:

Advantage Community Management
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030

- B. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees and successors of the respective parties.
- C. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the court held to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- D. No waiver of any breach of the covenants, terms or conditions contained in this Agreement shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Agreement shall continue in full force and effect as if no breach had occurred.
- E. This agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing signed by both parties.
- F. The Purchaser agrees to execute such further documents or give such further assurances as may be reasonably required by WMI to effectuate the purposes of this Agreement.

- G. Indemnification: WMI agrees to indemnify, hold harmless and defend the Purchaser and its management agent and their officers, employees, agents, and assignees from and against any and all claims or damages arising from WMI's negligent acts related in any manner to the performance of its duties under this agreement, as well as the negligent acts during the course of this agreement by any of WMI's officers and employees.
- H. Insurance: WMI shall at all times during the term of this Agreement maintain and keep in force and effect such insurance as will protect it and the Purchaser from claims under workmen's compensation acts and other employee benefit acts, from claims for damages to persons, including bodily injury or death, or property, that may arise out of or result from WMI's operation under this Agreement. This insurance shall not be less than the liability limits required by law, and shall be maintained by WMI at its sole cost and expense.
- I. The relationship of the parties is that of independent contractors. The parties agree that the work being performed by WMI is in the nature of repair and/or maintenance. Neither party may act as an agent for or make a commitment on behalf of the other.
- J. Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is directly delayed by occurrence of events beyond the control of the failing party such as fire, explosion, flood, storm or the acts of God, war, embargo, riot, or the intervention of any governmental authority, provided that the party suffering the delay notifies the other party of such delay.
- K. This agreement shall be effective on the day it is signed by both parties hereto and shall remain in effect through the 60th Month of billing by WMI, a period of five years. This agreement shall continue thereafter on a month to month basis until cancelled in writing with 30 days' notice by either party.
- L. This contract shall be construed in accordance with the laws of the State of Virginia.

In witness thereof, the parties executed this Agreement on the date and year first above written, with both signatories warranting generally their authority to execute this Agreement on behalf of the parties.

For Purchaser:

Name (print): Ina Nenninger

Title: President

Signature: Ina Nenninger

Date: 8/18/12

Digitally signed by Ina Nenninger
DN: cn=Ina Nenninger, o=Westbriar
Plaza Condo Assn, ou=President,
email=inanenninger@cov.net, c=US
Date: 2012.08.18 10:51:46 -0600

For Water Management Inc.:

Name (print): Ken Jacquay

Title: Director Multi-Family Division

Signature: 

Date: 8/16/2012

Note: Transmission of executing signatures via facsimile shall be considered legal and binding to both parties hereto.

1. The first part of the document is a letter from the author to the editor, dated 10/10/1954. The letter discusses the author's interest in the subject of the journal and the possibility of publishing a paper on the topic.

2. The second part of the document is a letter from the editor to the author, dated 10/15/1954. The editor expresses interest in the author's work and suggests that the author submit a paper for consideration.

3. The third part of the document is a letter from the author to the editor, dated 10/20/1954. The author responds to the editor's letter and agrees to submit a paper for consideration.

4. The fourth part of the document is a letter from the editor to the author, dated 10/25/1954. The editor informs the author that the paper has been accepted for publication.