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AWS WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT**COVER SHEET**

This Water and Wastewater Infrastructure Agreement is between the Amazon Entity and the Provider identified below (each a “**Party**” and together the “**Parties**”), is made as of the Effective Date identified below, and includes this Cover Sheet, the Terms and Conditions, Exhibits, and any written supplements (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. (“AWS”)
Provider:	Stafford County, Virginia
Effective Date:	August 22, 2024
Project:	IAD350 (Potomac Church Tech), located at 63 Old Potomac Church Road, Stafford, VA 22554
Non-Disclosure Agreement:	Non-Disclosure Agreement by and between Amazon.com, Inc. and Provider, dated February 19, 2020

Each Party’s contacts to receive notices about this Agreement are:

AWS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	Stafford County, Virginia 1300 Courthouse Road Stafford, VA 22554 Email: CEdwards@staffordcountyva.gov
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (AWS) Email: contracts-legal@amazon.com , infraenergy@amazon.com	Stafford County, Virginia c/o Stafford County Attorney 1300 Courthouse Road Stafford, VA 22554 Email: rmcclendon@staffordcountyva.gov



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Key Terms:

Table 1: Service Specifications			
Provider Service:	Interim Cooling Water/Potable Water	Permanent Cooling Water	Spent Cooling Water Discharge/Domestic Sewer
Infrastructure Design Specifications:	Exhibit 1	Exhibit 2	Exhibit 3
Peak Instantaneous Demand, in gallons per minute (GPM):			
Maximum Daily Usage, in gallons per day (GPD):			
Pounds per Square Inch (PSI):	35 to 80	35 to 80	N/A
Delivery Date:	N/A	5/2/2027	N/A



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AWS WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT**TERMS AND CONDITIONS****ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE****1.1 AWS Infrastructure Obligations.**

(a) **Infrastructure Delivery.** Except as otherwise provided in Section 1.2, AWS will design, engineer, construct, and install, the Infrastructure in accordance with the Service Specifications, Good Utility Practice, and Applicable Law. Except as otherwise provided in Section 1.2(a), AWS will be responsible for obtaining all necessary permits.

(b) **Property Rights & Permits.** AWS will use commercially reasonable efforts to obtain all property rights and easements necessary for AWS to construct the Infrastructure related to Permanent Cooling Water. If AWS is unable to purchase or otherwise obtain such property rights and easements from property owners (other than AWS or its Affiliates), then AWS will request Provider to acquire, or cause to be acquired, the property rights and easements through use of condemnation powers. Upon such request, and consistent with Applicable Law (including, but not limited to, Virginia Code § 15.2-1901, *et seq.*) and Section IV(E) of the Proffer, Provider will promptly and diligently pursue the acquisition of such property rights and easements. AWS will reasonably cooperate with Provider during any condemnation proceedings and will reimburse Provider all reasonable, necessary, and documented costs of the condemnation, as provided by Section IV(E)(7) of the Proffer.

(c) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, AWS will update the Provider in writing on AWS's progress in designing, engineering, and constructing the Infrastructure ("**Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Project moves forward. The Provider may comment on the Monthly Report, inspect progress during construction, and monitor for compliance with design specifications. Neither AWS nor its agents will bury, or otherwise prevent access to, any portion of the Infrastructure for inspection purposes by Provider until Provider has authorized AWS to do so.

(d) **Design, Construction, and Acceptance Testing Costs.** AWS will be responsible for payment of all costs incurred to design, construct, and test the Infrastructure contemplated by this Section 1.1.

(e) **Cooling Water Transition.** Provided that the Provider complies with its obligations under Section 1.2, AWS will complete construction of the Permanent Cooling Water Infrastructure by the applicable Delivery Date in Table 1. AWS will transition from use of potable water to reuse water for cooling purposes within 90 days following completion of construction, transfer, and Provider's acceptance of the Permanent Cooling



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Water Infrastructure. If any Force Majeure Event or act, omission, or inaction by Provider delays AWS from completing construction of the Permanent Cooling Water Infrastructure by the applicable Delivery Date, and such delay was not caused by the acts, omissions, or inactions of AWS (a "**Provider-Caused Delay**"), then AWS will be entitled to a day-for-day extension of the Delivery Date, and AWS may continue to use potable water for cooling purposes during such extension. Provider-Caused Delays will not include any act, omission, or inaction caused by a Governmental Authority other than Provider.

(f) **Acceptance Testing.** Within 10 days of AWS's written notification of its completion of construction of the Infrastructure, the Provider will cause such Infrastructure to be inspected by an independent engineer selected by the Provider and reasonably accepted by AWS (the "**Independent Engineer**") and tested for meeting the approved Infrastructure Plan and Infrastructure Design Specifications. Within 10 days after receipt of the Independent Engineer's inspection, Provider will provide AWS with a list of issues, if any, it reasonably believes are inconsistent with the Infrastructure Plan and Infrastructure Design Specifications. AWS will take reasonable measures to cure any inconsistencies with the Infrastructure Plan or Infrastructure Design Specifications identified by Provider.

(g) **Turnover and Acceptance.** Within 30 days of AWS's completion of construction of Infrastructure, certification by the Independent Engineer of the successful completion of all required acceptance testing, and if applicable AWS's cure of any inconsistencies with the Infrastructure Plan and Infrastructure Design Specifications, AWS will turn over, assign, and convey to the Provider, and the Provider will accept, all real and personal property interests related to such Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, easements, warranties of fitness and other performance guarantees provided by third parties to AWS relating to all facilities, equipment and other property received by AWS, and as-built drawings. The Parties will work cooperatively to transfer to the Provider any (i) governmental approvals held by AWS that, under Applicable Law, must be held by the Provider in order for the Provider to own or operate the Infrastructure and (ii) warranty provided by contractors hired by AWS to complete the Infrastructure being accepted by the Provider. AWS will obtain contractor warranties that provide at a minimum, for a term of one (1) year from the date of acceptance of the Infrastructure, that (1) the work is free from defects in materials, equipment or workmanship and that (2) the work was performed consistent with the Design Specifications and Good Utility Practice. AWS will exercise commercially reasonable efforts to obtain an extended warranty for a term of at least 365 days for any equipment, system, system component, or any other component of the Project that has not been shown to perform to the full satisfaction of the Provider and that has been the subject of repeated service calls during the one-year warranty term. AWS may elect to turnover, and the County will accept, less than all of the Infrastructure, provided that if AWS elects to turnover less than all of the Infrastructure, it may only do so in the following two divisions: (1) Interim Cooling Water/Potable Water with Spent Cooling Water Discharge/Domestic Sewer, and (2) Permanent Cooling Water.



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1.2 Provider Infrastructure Obligations.

(a) **VADEQ Permit.**

(i) Provider will obtain all necessary permits for the reuse of treated effluent from the Aquia Wastewater Treatment Plant (“**AWWTP**”) from the Virginia Department of Environmental Quality (“**VADEQ Permit**”). Provider applied for the VADEQ Permit on April 1, 2024, and will make all reasonable, good faith efforts to obtain approval for the VADEQ Permit by October 31, 2024 (“**Permit Acquisition Date**”). If Provider does not obtain the VADEQ Permit by the Permit Acquisition Date, then AWS’s sole and exclusive remedy will be a day-for-day extension of the Delivery Date for Permanent Cooling Water indicated in Table 1. Beginning on the 30th day following the Effective Date and continuing each month until the issuance of the VADEQ Permit, Provider will give AWS a written update on Provider’s progress in obtaining the VADEQ Permit. The Parties may agree to increase or decrease the frequency of reporting as the project moves forward.

(ii) If Provider is unable to acquire the VADEQ Permit in a timely manner, AWS may elect to take responsibility for acquisition of the VADEQ Permit with Provider’s reasonable assistance.

(b) **Aquia Wastewater Treatment Plant Level 1 Upgrades Delivery.**

(i) In order for AWS to transition to the reuse of water for permanent cooling water as required by Section 1.1(e), certain improvements must be made to the AWWTP. Provider will design and engineer improvements sufficient to achieve Level 1 reuse effluent water quality, as defined under Virginia Administrative Code, Title 9, Section 25-740-70.A.1, at the AWWTP and in compliance with the requirements of: (A) the VADEQ Permit; (B) the engineering, design specifications set forth in Exhibit 4; (C) Good Utility Practice; and (D) Applicable Law (the “**AWWTP Improvements**”). The preliminary design specifications for the AWWTP Improvements set forth in Exhibit 4 will be used by Provider to develop 100% design and engineering drawings (the “**AWWTP Design Specifications**”). Provider will coordinate with AWS in developing the AWWTP Design Specifications and will give AWS a written draft and an opportunity to provide feedback at least at 30%, 60%, and 90% design milestones. Provider will reasonably incorporate AWS’s feedback into development of the AWWTP Design Specifications. Provider will deliver the final AWWTP Design Specifications to AWS on or before September 20, 2025.

(ii) Except as provided in Section 1.2(a), AWS will obtain all necessary permits to construct the AWWTP Improvements.

(iii) Prior to the commencement of construction, Provider may amend the AWWTP Design Specifications if necessary to ensure that the AWWTP Improvements meet the service specifications and conform to the requirements all applicable permits, Good Utility Practice, and Applicable Law; provided that Provider will give AWS a written draft of the amended AWWTP Design Specifications and an opportunity to provide feedback, and Provider will reasonably incorporate AWS’s feedback.



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(iv) AWS will construct the AWWTP Improvements in accordance with the approved AWWTP Design Specifications. AWS will turn over the AWWTP Improvements to Provider on or before May 2, 2027, in the manner provided by Section 1.1(f) and Section 1.1(g).

(v) AWS will be responsible for payment of Provider's reasonable, documented costs necessary to (A) prepare the AWWTP Design Specifications; (B) complete the inspection by the Independent Engineer as described in Section 1.1(f); and, (C) perform the construction inspection services during construction of the AWWTP Improvements. AWS's payment obligations under this Section 1.2(b)(v) will not exceed \$14,000,000 without AWS's prior written consent. If Provider anticipates its reasonable documented costs under this Section will exceed \$14,000,000, Provider may submit a written request to ADS for a change order to increase this amount, along with reasonable documentation supporting the requested change. ADS will not unreasonably deny Provider's request for a change order.

(1) **Prepayment Schedule.** Within 60 days of the Effective Date, Provider will deliver to AWS a schedule of estimated costs expected to be incurred by Provider during each month between the Effective Date and May 2, 2027, to prepare the AWWTP Design Specifications and perform periodic inspections of the construction of the AWWTP Improvements ("**Prepayment Schedule**"). The Prepayment Schedule will show the estimated monthly costs to (i) prepare the AWWTP Design Specifications and (ii) perform periodic construction inspections of the AWWTP Improvements. Provider will update the Prepayment Schedule as the project progresses. If AWS disputes any costs on the Prepayment Schedule, the Parties will negotiate in good faith to reach agreement on the disputed cost. If agreement is not reached within 30 days, AWS may obtain a bid from a third-party contractor, agreed to by the Parties and qualified to perform the work at issue. The Prepayment Schedule cost in dispute will be replaced by the bid provided by such contractor.

(2) **Periodic Payments.** At least 30 days prior to the first day of each month in the Prepayment Schedule, AWS will make available to Provider funds sufficient to cover that month's costs as shown on the Prepayment Schedule. Within 30 days of the end of each month in the Prepayment Schedule, Provider will provide AWS with receipts showing the prior month's costs incurred. AWS will be credited the amount, if any, that the receipts show costs incurred less than the amount prepaid by AWS.

(3) **True Up.** Within 30 days of acceptance of the AWWTP Improvements, the Parties will exchange documentation necessary to confirm that the County received payment from AWS for the reasonable, documented costs under Section 1.2(b)(v), and that any credits owed to AWS were deducted from such reasonable, documented costs ("**True Up**"). If the True Up shows that the County did not receive from AWS the reasonable, documented costs under Section 1.2(b)(v), then AWS will make a final payment to the County in an amount that is the difference between (i) what AWS had paid and (ii) the reasonable, documented costs under Section 1.2(b)(v). If the True Up shows that AWS was not provided credits consistent with Section 1.2(b)(v)(3), the County will pay AWS a sum equal to the amount



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of credits owed to AWS. All payments under this Section 1.2(b)(v)(3) will be made within 60 days of the True Up.

(vi) Provider acknowledges that completion and placement of the AWWTP Improvements into service at the AWWTP is a part of and necessary for the provision of Permanent Cooling Water service and that Provider's failure to timely fulfill any of the following obligations will be a Provider-Caused Delay: (i) prepare the AWWTP Design Specifications, (ii) accept the AWWTP Improvements upon turnover by AWS in the manner provided by Section 1.1(f) and Section 1.1(g), and (iii) upon acceptance of the AWWTP Improvements, to promptly place the AWWTP Improvements into service and serve the Project from the AWWTP. The foregoing list is not exclusive.

(c) **Plan and Program Updates.** The Stafford County Director of Utilities will use best efforts to ensure that the Board of Supervisors will update its relevant capital utilities planning documents related to water and sewer to incorporate the Infrastructure, and such planning documents may include but are not limited to the Water and Sewer Master Plan, General Water Improvement Program, General Sewer Improvement Program, and Reuse Water System Program.

1.3 Provider Property. The Infrastructure necessary to provide the Provider Services, other than any Infrastructure located on AWS's Project site that is not accepted by Stafford County into its public system, is and will be the property of the Provider upon turn over by AWS in the manner provided by Section 1.1(f) and Section 1.1(g) and acceptance by Provider.

1.4 Latecomers; Pro Rata Credits.

(a) Provider will provide credits and reimbursements to AWS consistent with Applicable Law, Resolution R23-235 (the "**Pro Rata Policy**," attached as Exhibit 5), and as provided in this Section 1.4. To the extent of any conflict or inconsistency between the Pro Rata Policy and the terms of this Agreement, the terms of this Agreement will control.

(b) Provider will require any Latecomer served by Infrastructure used to provide Permanent Cooling Water services ("**Reuse Improvements**") to pay its pro rata share of the cost to construct the Reuse Improvements (as set forth in the final cost estimate included in the Reuse Improvement Program adopted by the Board of Supervisors) ("**Latecomer Connection Charge**"). Latecomer Connection Charges will be calculated based on the Latecomer's proportionate use of the Reuse Improvements consistent with the Pro Rata Policy.

(c) Upon placement of the Reuse Improvements into service, AWS will be deemed by Provider to have earned latecomer credits in an amount equal to the cost to construct the Reuse Improvements consistent with the Pro Rata Policy ("**Latecomer Credits**"), except that AWS will be subject to a 1 percent administrative fee. For a period 20 years thereafter, Provider will reimburse AWS for Latecomer Credits in an amount equal to the total amount of Latecomer Connection Charges received by Provider from Latecomers.



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Within 30 days of a Latecomer connecting to the Reuse Improvements, Provider will provide AWS with written notice of the connection, detailing the connection, the meter size, and the approved flow. Reimbursements of Latecomer Credits will be paid to AWS annually at the end of each calendar year. All reimbursement payments are subject to the availability of funds from Latecomer Connection Charges. AWS may, in lieu of payment of pro rata fees arising from any projects developed by AWS within the same zone (as may be adopted by the Board of Supervisors), apply Latecomer Credits to satisfy such pro rata fees. This Agreement will serve as the Pro Rata Credit Agreement.

1.5 Operation, Maintenance and Repair Obligations. Upon its acceptance of Infrastructure under this Article 1, the Provider will operate and maintain, repair, and upgrade as necessary, the Potable Water System, Non-Potable Water System and Sewer System in a manner consistent with Good Utility Practice and in accordance with all Applicable Law.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term. This Agreement will take effect on the Effective Date and will remain in effect for 20 years.

2.2 Termination.

(a) **Termination by AWS.** AWS may terminate this Agreement at any time by providing written notice to the Provider at least 90 days prior to the date of such termination. If AWS terminates this Agreement pursuant to this Section, then AWS's sole liability and Provider's exclusive remedy is (i) payment for any Provider Services provided under this Agreement as of the termination date and (ii) payment for any costs incurred by Provider prior to the termination date that were required to be paid by Provider to fulfill its obligations under this Agreement; provided that Provider will use best efforts to mitigate such costs upon receipt of termination notice from AWS.

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Project permanently ceases its data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid AWS all amounts due and owing under this Agreement.

(c) **Effect of Termination.** Upon termination of this Agreement, the rights and duties of the Parties arising under this Agreement will terminate (except as otherwise provided in Section 8.7).

ARTICLE 3 – PROVIDER SERVICES

3.1 Provider Services. AWS will apply for the Provider Services using the Provider's form of "Water/Sewer Application". No later than 10 business days after Provider's



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receipt of AWS's completed application, the Provider will approve the application and agree to provide the Provider Services in accordance with the Service Specifications set forth in Table 1. After the Provider's acceptance of the Infrastructure (through the process set forth in Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated April 2017), the Provider will provide the water meter to commence services.

3.2 Fair Rates. If Provider modifies its rate structure or proposes any change in rates to AWS or AWS's customer class, Provider will allocate all costs fairly and reasonably to customers based on Provider's costs of providing service to each customer class, consumption of water, and consistent with Applicable Law.

3.3 Measurement of Water Quantity. Provider will install, own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The Provider will read each meter to determine the amount of each Provider Service delivered to the Project within 30 days following the end of each calendar month. Charges for Provider Services will be based on the flow rate.

3.4 Failure to Provide Services. Provider must provide notice to AWS at least 10 days in advance if Provider Services will be interrupted for planned maintenance or repairs, and as soon as reasonably possible in the case of a Force Majeure Event. If Provider does not provide Provider Services for more than 24 hours, AWS may, at its discretion, provide its own substitute Provider Services. Within 24 hours of notice from Provider of the resumption of Provider Services, AWS will cease use of substitute Provider Services.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 Definition. A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

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Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; or (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – ASSURANCES

5.1 Assurances. Each Party will be solely responsible for its own acts and omissions (including the acts and omissions of such Party's respective agents, employees and representatives) resulting in the injury or death to persons or damage or destruction of property sustained or alleged to have been sustained in connection with such Party's performance of this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Procurement Policies. In connection with this Agreement, Provider will comply with the Procurement Policies and Regulations of Stafford County, Virginia and the Virginia Public Procurement Act (Virginia Code Section 2.2-4300 *et seq.*, as amended).

6.2 Confidential Information. The Parties' disclosures and activities in connection with this Agreement and the Project are subject to the Non-Disclosure Agreement indicated in the Cover Sheet ("NDA"). If the NDA expires or is terminated during the Term and is not renewed or replaced, the terms of such prior NDA will continue to apply to the Parties' activities in connection with this Agreement and the Project until a new NDA is executed by the Parties.



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6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld. The Provider may disclose information to third parties if such information has already been publicly disclosed by AWS, and the Provider is directly asked to provide such information by the third party.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an “Event of Default” if such Party (the “Defaulting Party”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party (“Non-Defaulting Party”).

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may:

(a) Suspend performance of its obligations under this Agreement;

(b) Receive from the Defaulting Party direct damages incurred by the Non-Defaulting Party in connection with such Event of Default, if so ordered by a court of competent jurisdiction; and

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(c) Terminate this Agreement upon 30 days' written notice; provided, that if the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct damages. Except for damage to the AWWTP caused by AWS, in no event will AWS be liable to the Provider for damages in excess of \$25,000,000. Neither Party will be liable to the other for indirect, special, consequential, incidental, exemplary, or punitive damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. AWS or Provider may assign this Agreement to an Affiliate of AWS or Provider without the non-assigning Party's consent.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.



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8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in the Circuit Court of Stafford County or federal court in Alexandria, Virginia. Provider agrees to that venue and jurisdiction and waives all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Sections 1.3, 1.4, 5, 6.2, 7.3, 8.2, 8.4, 8.5, 8.6, and 8.9 will survive expiration or termination of this Agreement.

8.8 No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules and the NDA, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and, with the exception of the Proffer and the Performance Agreement between the Parties dated January 8, 2024, supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 No Pledge of Credit; Funds Subject to Appropriation. No provision of this Agreement will be construed or interpreted as creating a pledge of the faith and credit of the Provider within the meaning of any constitutional debt limitation. No provision of this Agreement will be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Provider within the meaning of the Virginia Constitution. This Agreement will not directly or indirectly or contingently obligate the Provider to make any payments beyond those appropriated by the Board of Supervisors. No provision of this Agreement will be construed to pledge or to create a lien on any class or source of the Provider's moneys, nor will any provision of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future or current Board of Supervisors. Any financial obligations imposed upon Provider are subject to appropriations by the Board of Supervisors. Provider will direct the County Administrator to present future budgets to the Board of Supervisors for consideration which will allow the County to obtain the funds required to fund the provisions of this Agreement.



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ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to the United States Dollar.

9.2 Definitions. Terms defined in the body of this Agreement will have the meanings set forth therein. Additionally, as used in this Agreement, the following terms will have the meanings set forth below:

(a) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

(b) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(c) **“Board of Supervisors”** means the Stafford County Board of Supervisors.

(d) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition.

(e) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.

(f) **“Infrastructure”** means the facilities that will provide each Provider Services to the Project, as set forth in the Infrastructure Design Specifications in Table 1.



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(g) **“Infrastructure Design Specifications”** means the Infrastructure Design Specifications for the applicable Infrastructure as designated in Table 1, which may be supplemented or revised by mutual written agreement of the Parties.

(h) **“Infrastructure Plan”** means the plan approved by Provider through the Provider’s plan review and permitting process.

(i) **“Latecomer”** means any third-person who in the future receives potable, non-potable or sanitary sewer services through the Reuse Improvements.

(j) **“Latecomer Charge Methodology”** means the methodology set forth in the Pro Rata Policy.

(k) **“Non-Potable Water System”** means a non-potable water supply system owned and operated by Provider to provide non-potable water to industrial users that are customers of Provider.

(l) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.

(m) **“Proffer”** means the Proffer Amendment Statement dated October 27, 2023, and approved by the Board of Supervisors on November 14, 2023, as may be amended.

(n) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.

(o) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of Provider.

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The foregoing Agreement is agreed to by both Parties as of the Effective Date:

AMAZON DATA SERVICES, INC.	STAFFORD COUNTY, VIRGINIA
Signed by: By: <u>Josh Weissman</u> 88784E59B2CD47C...	Signed by: By: <u>Craig Meadows</u> 9C2FD477ACC24F1...
Name: <u>Josh Weissman</u>	Name: <u>Craig Meadows</u>
Title: <u>Authorized Signatory</u>	Title: <u>Interim County Administrator</u>
Date Signed: <u>September 3, 2024</u>	Date Signed: <u>August 29, 2024</u>



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EXHIBIT 1
INTERIM COOLING WATER/POTABLE WATER
INFRASTRUCTURE DESIGN SPECIFICATIONS

Project Description: Interim cooling water provided by Provider by a water main extension from an existing water main along Old Potomac Church Road to the Provider-approved connection point that is approximately 100 feet from the existing main. The existing main, proposed extension, and anticipated connection point are depicted generally on Figure 1 and will be detailed in AWS's permit application to be approved by Provider. General specifications for Interim Cooling Water Infrastructure improvements required to service the Project site will include an approximately 100-foot water main extension constructed of ductile iron pipe (DIP) or polyvinyl chloride (PVC) pipe. The Interim Cooling Water/Potable Water Infrastructure must be designed and constructed in accordance with:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated April 2017;
- Applicable Virginia Department of Environmental Quality requirements;
- Applicable Virginia Department of Health requirements; and
- Federal, state, and local permitting requirements.



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EXHIBIT 2
PERMANENT COOLING WATER
INFRASTRUCTURE DESIGN SPECIFICATIONS

Project Description: Treated effluent (reclaimed water) from the AWWTP will be conveyed to the Project to provide permanent cooling water service. The Permanent Cooling Water Infrastructure will be comprised of the following:

- (1) A 6-million gallons per day (MGD) reclaimed water pumping station at the AWWTP, with the ability to be expanded to 9 MGD. The reclaimed water pumping station will be designed with full (N+1) redundancy, including the power feed and backup systems.
- (2) A reclaimed water transmission pipeline, from AWWTP reclaiming water pumping station (connection point A on Figure 1) to the point of the service connection at the Project (connection point B on Figure 1). The pipeline(s) and distribution system will have a design capacity of 9 MGD flow. If requested by the Provider, the reclaimed water transmission pipeline will be extended from connection point B on Figure 1 to connection point C on Figure 1.
- (3) A return sewer force main will follow the reclaimed water transmission pipeline within the same trench. The force main will have a design capacity of approximately 7 MGD. If requested by Provider, the force main will be extended along with the reclaimed transmission pipeline.
- (4) AWWTP improvements as described in Exhibit 4. Distribution system-based cooling water storage will be considered as part of the Level 1 Reuse Preliminary Engineering Report.



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EXHIBIT 3
SPENT COOLING WATER & DOMESTIC SEWER DISCHARGE
INFRASTRUCTURE DESIGN SPECIFICATIONS

Project Description: Spent cooling water and domestic sewer will be permanently discharged from the Project site through a sanitary sewer connection to the existing Provider trunk sewer along the eastern boundary of the Project site, at a location approved by Provider during permitting. Flow equalization will be provided by AWS onsite to limit the rate of return of spent cooling water.

General specifications for Spent Cooling Water And Domestic Sewer Infrastructure improvements required to service the Project site will be designed and constructed in accordance with but not be limited to the following guidelines:

- Stafford County Department of Utilities Water and Sewer Design and Construction Standards, dated April 2017;
- Applicable Virginia Department of Health (VDH) requirements;
- Applicable Virginia Department of Environmental Quality (Virginia DEQ) requirements; and
- Federal, state, and local permitting requirements.

All improvement plans must be approved by Stafford County Department of Utilities and where applicable, by VDH and Virginia DEQ.



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EXHIBIT 4
AQUIA WASTEWATER TREATMENT PLANT
DESIGN SPECIFICATIONS

Project Description: Treated effluent (reclaimed water) from the AWWTP will be conveyed to the Project site to provide permanent cooling water service, requiring improvements to the AWWTP. Upgrades to treatment and storage at the AWWTP are required to meet Level 1 reclaimed water quality criteria as defined under Virginia Administrative Code 9VAC25-740-70.A.1. The final scope of improvements will be confirmed and agreed to between the Provider and AWS after the completion of a Preliminary Engineering Report that will be prepared by Provider. AWWTP-based effluent and Level 1 storage is anticipated. Additional AWWTP-based spent cooling water equalization is anticipated.

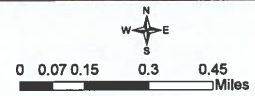


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FIGURE 1



Stafford County Northern Reuse Water Main



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**EXHIBIT 5
STAFFORD COUNTY BOARD OF SUPERVISORS
RESOLUTION R23-325**



R23-325

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 14th day of November, 2023:

MEMBERS:

Dr. R. Pamela Yeung, Chairman
Thomas C. Coen, Vice Chairman
Tinesha O. Allen
Meg Bohmke
Darrell E. English
Monica L. Gary
Crystal L. Vanuch

VOTE:

Yes
Yes
Yes
Yes
Yes
Yes
Absent

On motion of Mr. English, seconded by Ms. Bohmke, which carried by a vote of 6 to 0, the following was adopted:

A RESOLUTION TO APPROVE AND ADOPT THE STAFFORD
COUNTY WATER AND SEWER PRO RATA POLICY

WHEREAS, subdividers and developers are required to pay a pro-rata share of off-site water and sewer infrastructure costs pursuant to the Subdivision Ordinance; and

WHEREAS, pursuant to Resolution R91-125(R-5), the Board adopted the County's Water and Sewer Pro Rata Policy (1991 Policy) to finance the water and sewer infrastructure shown in the current General Water Improvement Program and General Sewer Improvement Program; and

WHEREAS, the 1991 Policy allows subdividers or developers to receive credit for the costs to construct facilities shown on the County's Water and Sewer Master Plan and receive reimbursements of the credits through pro rata fees paid by subsequent developers or subdividers, subject to approval by the Board; and

WHEREAS, recent amendments to Virginia Code § 15.2-2243 entitles a subdivider or developer to receive reimbursement of a portion of its costs through pro rata fees paid by any subdivider or developer that utilizes the installed facilities within a related and common water or sewer service area; and

WHEREAS, in accordance with County Code Sec. 22-170, the Board desires to replace the 1991 Policy, and approve and adopt the Department of Utilities Water and Sewer Pro Rata Policy provided as Exhibit A in the associated Board package;



R23-325

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 14th day of November, 2023, that the Stafford County Department of Utilities Water and Sewer Pro Rata Policy, included as Exhibit A to the Board package, be and it hereby is adopted.

A Copy, teste:


Randy E. Vosburg
County Administrator

REV:CE:tg

EXHIBIT A

**STAFFORD COUNTY
DEPARTMENT OF UTILITIES
WATER AND SEWER
PRO RATA POLICY**

I. GENERAL**1. Purpose.**

Stafford County has adopted this Water and Sewer Pro Rata Policy (Policy) to finance the water and sewer infrastructure shown in the General Water Improvement Program (GWIP), General Sewer Improvement Program (GSIP), or the Reuse Water System Program (RWSP), as last revised. This Policy does not guarantee the approval of any future project or any payment to any developer or subdivider.

2. Service Areas.

Both the countywide water service areas and the countywide sewer service areas shall be further divided into common service areas. The common water service areas shall be the seven (7) pressure zones as identified in the Water and Sewer Master Plan, and the common sewer service areas shall be the nine (9) sewer shed areas as identified in the Water and Sewer Master Plan. Reuse water service areas shall be the reuse water zones approved by the Board.

II. PRO RATA COSTS AND PAYMENT**1. Development Projects.**

Each subdivider and developer, except those submitted in accordance with Stafford County Code Sec. 22-5(a) (Family and Minor Subdivisions), shall pay a pro rata share of the cost to construct the water storage tanks, reuse water distribution lines, water mains, sewer mains, and wastewater pumping stations in the common service areas which service their project. The planned improvements are shown in the GWIP, GSIP, and RWSP, as last revised.

2. Cost Calculations.

Pro rata charges are based upon the location of the project. Rates for each water pressure zone and sewer shed are expressed in terms of dollars per gallon. The charge for each project is calculated by multiplying the estimated flow for the project by the rate for the project area. Pro rata fee rates may be updated annually, as approved by the Board of Supervisors.

a. Residential Projects. The flow for the project is determined based upon the type of lot (single family or multi-family) and the number of lots.

b. Commercial Projects. The flow is based on the meter size as determined by a Meter Sizing Form or number of meter equivalents. Each meter equivalent shall be allocated three hundred fifty (350) gallons per day.

3. Payment.

Payment of pro rata charges shall occur as provided below:

a. Residential Projects. Payment of pro rata shares for residential projects shall be made prior to approval of the final subdivision plat..



- b. Commercial Projects. Payment of pro rata shares for commercial (non-residential) projects shall be made concurrently with the payment of the water and sewer availability fees and prior to issuing the water meter.
- c. Subdividers and developers of future projects for the same site which reflect an increase in water and/or sewer use for the property shall be responsible to pay the difference in pro rata fees between the prior use and the current use.

III. REIMBURSEMENT OF SITE IMPROVEMENTS

1. Site Improvement Requirements.

When adequate water or sewerage facilities are not available to serve a proposed subdivision or development, the subdivider or developer of the property may be permitted to install reasonable and necessary water and/or sewerage facilities identified in the GWIP or GSIP, located on or outside the property limits of the land owned or controlled by the subdivider or developer, and are necessitated or required, at least in part, by the utility needs of the development or subdivision ("Water and/or Sewer Improvements"). Improvements that consist of reuse water distribution system to supply irrigation, industrial cooling water, or other industrial uses shown in the RWSP shall be referred to as "Reuse Improvements." Water and/or Sewer Improvements and Reuse Improvements shall be collectively referred to as "Improvements," and for the purposes of this Section III, a subdivider or developer who constructs Improvements is referred to as an Installing Developer.

2. Reimbursements.

- a. When an Installing Developer has completed construction of Improvements and a subsequent subdivider or developer utilizes these improvements, as determined by the Department of Utilities (Department), the Installing Developer is entitled to reimbursement of a portion of the subsequent subdivider or developer's pro rata fees paid for the common service area in which the Installing Developer's project is located.
- b. Reimbursable costs shall be limited to the cost of design and construction of the Improvements as determined by the GWIP or GSIP in effect at the time the Improvements were constructed, as applicable ("Improvement Costs").
- c. The amount of Improvement Costs that will be reimbursed to an Installing Developer shall correlate with the portion of the Improvements that provide flow to a subsequent development. In no case shall any reimbursement exceed the total amount of the Improvement Costs.
- d. No Installing Developer shall be eligible to receive reimbursement of any Improvement Costs until construction of the Improvements are complete and accepted into the Stafford County public water and sewer system.
- e. If Installing Developer enters into a Pro Rata Credit Agreement with the County, as provided in Section IV, Developer shall receive reimbursement of credits in lieu of receiving reimbursements of Improvement Costs as set forth in this Section III.

3. Term of Reimbursement.

- a. Water and/or Sewer Water Improvements. The County's obligation to provide reimbursement to an Installing Developer under this Section III shall expire two (2) years from the date when the installed Water and/or Sewer Improvements are accepted by the County.



- b. Reuse Water Improvements. The County's obligation to provide reimbursement to an Installing Developer under this Section III shall expire five (5) years from the date when the installed Reuse Improvements are accepted by the County.

4. Payment of Reimbursement.

Installing Developers must request reimbursement payments upon installation of the Improvements by contacting the Department of Utilities. All reimbursement payments are subject to the availability of pro rata funds. If the Installing Developer is a business entity, it shall remain in active and good standing in the jurisdiction in which it was formed, and, if also registered to transact business in the Commonwealth of Virginia, active according to the Virginia State Corporation Commission, throughout the Reimbursement Term. Reimbursement payments are not transferrable or assignable. The County reserves the rights to cease reimbursement payments if the business entity of the Installing Developer ceases to operate, is dissolved, or otherwise becomes inactive, defunct, or not in good standing with the Commonwealth of Virginia, during the applicable reimbursement term.

5. **Payment of Pro Rata Costs.** A subsequent developer or subdivider shall remain obligated to pay its share of pro rata costs when its project will be served by Improvements installed under this section, even if the obligation to reimburse the Installing Developer has expired. The County reserves the right to use all methods of enforcement to collect pro rata costs due to the County.

IV. PRO RATA CREDITS

1. General.

Subdividers and developers may receive credit for those costs of the facilities shown in the GWIP, GSIP, and/or RWSP which they have constructed, as approved by the Board of Supervisors. Development projects that may be considered for approval of credits should meet the following criteria:

- a. All Improvements must benefit the entire water pressure zone or sewer shed;
- b. All Improvements constructed must be identified in the GWIP, GSIP, RWSP in effect at the time of the development; and
- c. Improvements (both on-site and off-site) must provide a substantial capacity increase compared to the improvements needed to serve the development and must be sized to meet the ultimate buildout conditions.

2. Credit Value.

- a. The value of the credit shall be determined by using the cost factor used to determine the estimated construction costs in the GWIP, GSIP and RWSP, which were used to calculate the pro rata charges. Credits for Reuse Improvements are subject to a ten percent (10%) administrative fee.
- b. There will be no credit allowed for easement or land costs.

3. Use of Credits

- a. The County and the subdivider and/or developer shall enter into a Pro Rata Credit Agreement with the County setting out the conditions of the credit.



- b. A developer or subdivider may use the credits provided in lieu of payment of pro rata fees or may submit them for reimbursement. If developer or subdivider is eligible for reimbursements of Improvement Costs under Section III, developer or subdivider shall not also receive reimbursement for credits pursuant to this Section IV.
- c. A developer or subdivider may submit credits from Water and/or Sewer Improvements for reimbursement up to ten (10) years from executing a Pro Rata Credit Agreement.
- d. A developer or subdivider may submit credits from Reuse Improvements for reimbursement up to twenty (20) years from executing a Pro Rata Credit Agreement.
- e. Reimbursements will occur in the following order:
 - 1) County projects;
 - 2) Projects submitting reimbursements under Section III, in order in which the facilities are accepted by the Department of Utilities; and then
 - 3) Projects submitting reimbursements of credits under Section IV.

V. ADDITIONAL REQUIREMENTS

- 1. The pro rata charges collected shall be allocated to the corresponding pressure zone or sewer shed, and shall only be used for projects within that pressure zone, drainage area, reuse water system areas.
- 2. Water and sewer pro rata fees for exiting developments shall be paid in accordance with Secs. 25-27(g) and/or 25-28(g) of the Stafford County Code.
- 3. Pro rata credit reimbursement payments shall be made annually at the end of each calendar year if sufficient funds are available for reimbursements, in the order set forth in Section IV(3)(c).
- 4. No interest shall be paid on the unpaid credit or reimbursement balance.
- 5. The subdivider and/or developer is not guaranteed the payment of its excess costs.
- 6. The County Administrator is authorized to develop and implement necessary administration and procedures in support of this Policy.



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Amanda Cardona

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mandacar@amazon.com

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Signer Events

Craig Meadows

CMeadows@staffordcountyva.gov

Interim County Administrator

Security Level: Email, Account Authentication
(None)**Signature**

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Craig Meadows
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Signed: 29-Aug-2024 | 08:17

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Josh Weissman

weissman@amazon.com

Director, AWS

Security Level: Email, Account Authentication
(None)

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Josh Weissman
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Using IP Address: 15.248.6.177

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David L. Honadle

DHonadle@staffordcountyva.gov

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Notary Events	Signature	Timestamp
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