



## Utility Plan Review and Approval Process

The following items are required when applying for utility (UTL) plan approval:

### **First Submittal:**

The following items are required to initiate the Utility Permit process:

1. Seven (7) complete sets of certified design plans that are stamped and signed by a Professional Engineer. (Note: If multiple sets of plans were already submitted through the POD process, it is not necessary to submit additional plans for the UTL process unless specifically requested by the Department of Public Utilities.)
2. A detailed cost estimate of utility construction that will occur in existing or future public utility easements. (Notification will be sent to the applicant once the utility cost estimate is approved by the County.)

### **Second Submittal:**

The following items are required to initiate the utility plan review process:

1. A completed Utility Permit Application Form. (This form may only be submitted after approval of the utility cost estimate has been issued by the County.)
2. Payment for the Utility Permit Fee as based on estimated construction cost as mentioned above.
3. A completed *Review Checklist for Water and Sewer Plans, Form F-6* as found on our departmental website ([http://www.co.goochland.va.us/Departments/Departments\(GZ\)/PublicUtilities/Standards/StandardFormsandNotes.aspx](http://www.co.goochland.va.us/Departments/Departments(GZ)/PublicUtilities/Standards/StandardFormsandNotes.aspx)).

### **Final Approval:**

The following items are required before final approval of plans is granted:

1. A signed and completed Utility Service Agreement Form.
2. A signed Surety.
3. All required recorded easements.

Each of the above items must be submitted before a Utility Permit may be issued. Please note that the utility plan review process will not begin without a completed Utility Permit application and the application fee paid in full. Once the plan review process begins, it is the responsibility of the applicant to submit revised plans to address any comments from the County until all comments are satisfied.

Please refer to the following Plan and Construction Process flowchart for guidance through the utility plan and construction approval process. All relevant forms and applications are included in this package for convenience.

For information on the Goochland County *Water and Sewer Standards and Specifications*, please visit our departmental website ([http://www.co.goochland.va.us/Departments/Departments\(GZ\)/PublicUtilities/Standards.aspx](http://www.co.goochland.va.us/Departments/Departments(GZ)/PublicUtilities/Standards.aspx)).

If you have any questions, please contact the Goochland County Department of Public Utilities at (804) 556-5835.

## **Attachments:**

### **PLAN APPLICATION / ENGINEERING PROCESS:**

- Utility Permit Application
- Utility Service Agreement Form
- Offsite Utility Agreement Form

### **CONSTRUCTION PROCESS:**

- Utility Performance Bond
- Utility Letter of Credit
- Utility Connection Application

### **POST-CONSTRUCTION PROCESS:**

- Request for Tentative Acceptance Form
- Request for Final Acceptance Form

# PLAN AND CONSTRUCTION PROCESS FLOWCHART



# Department of Public Utilities – Plan and Construction Process

Last Updated: 14 December 2016

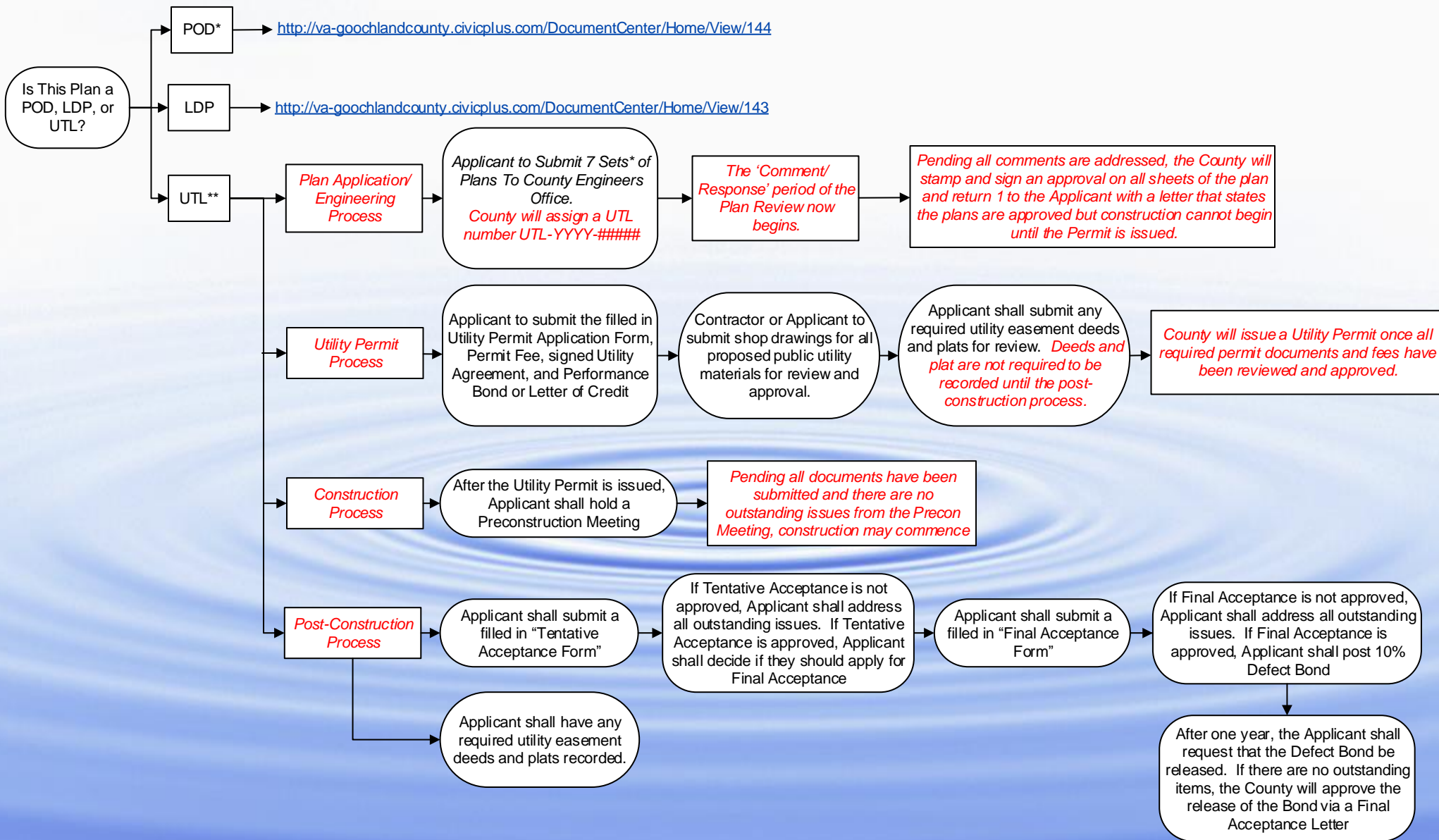


POD = Plan of Development  
 LDP = Land Disturbance Permit  
 UTL = Utility Permit

○ = Applicant

□ = County/*Informational*

\*Please note that if you already submitted multiple sets of plans through the POD process, the DPU may contact you for more copies if it is determined that submissions need to be made to VDH, DEQ, and/or other.  
 \*\*A UTL project will be initiated if a construction project will require new 'public' water and/or sewer infrastructure; existing public infrastructure will be impacted by a construction project; extension of an existing 'public' main line (water or sewer); and/or a new connection or multiple new connections are proposed.



# UTILITY PERMIT APPLICATION FORM





# UTILITY PERMIT APPLICATION

Goochland County Public Utilities Department  
P.O. Box 119 Goochland, VA 23063  
Office (804) 556-5835 • Fax (804) 556-5176 • TDD: 711 (VA Relay)

Type:

- Water
- Sewer

*This application is not authorization to start work. No work shall begin and no inspections granted without issued permit. Submittal of project materials, with manufacturer spec sheets, is required prior to approval of this application.*

Date: \_\_\_\_\_

## LOCATION

Street Address OR Development: \_\_\_\_\_

## PROPERTY OWNERSHIP

Name:	Phone:
Mailing Address:	

## APPLICANT

Name:	Phone:
E-Mail Address:	

## CONTRACTOR

Name:	Phone:	
Mailing Address:		
<b>Note: A Highway/Heavy License is required for any public utility construction. Please provide a copy with your submission.</b>		
State License Number:	Expiration:	Class:

## DESCRIPTION OF WORK

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of Goochland County.

Estimated Utility Construction Cost: \_\_\_\_\_ Permit fee: \_\_\_\_\_  
3% of construction cost (\$30 minimum)

Signature of Applicant \_\_\_\_\_

Approval \_\_\_\_\_ Date \_\_\_\_\_ Issue date: \_\_\_\_\_

### FOR OFFICE USE ONLY:

<input type="checkbox"/>	Required plans & documents received	Revenue Account -	UTL No. _____
<input type="checkbox"/>	License checked through DPOR	____ 3-057-15010-0001	POD No. _____
<input type="checkbox"/>	Payment received		LDP No. _____

# UTILITY AGREEMENT FORM





**UTILITY AGREEMENT**

\_\_\_\_\_  
Project

**THIS AGREEMENT**, dated \_\_\_\_\_, 20\_\_, is entered into by **GOOCHLAND COUNTY, VIRGINIA**, ("County"), and \_\_\_\_\_, a \_\_\_\_\_ ("Land Owner").

**Recitals**

**WHEREAS**, Land Owner owns Tax Map No. \_\_\_\_\_, which property is shown on the plans entitled “\_\_\_\_\_,” prepared by \_\_\_\_\_, dated \_\_\_\_\_, revised \_\_\_\_\_, approved by County on \_\_\_\_\_, and filed in the Public Utilities Office (the “Plans”); and

**WHEREAS**, Land Owner intends to develop on the property/properties shown on the Plan(s) and intends that the property/properties will be serviced by the public water and/or sewer system owned and operated by County; and

**WHEREAS**, Land Owner proposes to construct and dedicate to County an extension of the public water and/or sewer systems, in compliance with the provisions of the “Goochland County Water and Sewer Standards and Specifications” to serve the property/properties as shown on the Plans (the "Extensions") and, in so doing, agrees to indemnify and hold County harmless from any claims or causes of actions that may arise in connection with Land Owner’s activities in constructing the Extensions; and

**WHEREAS**, County has determined that it is in the public interest for County to enter into this Agreement.

**NOW THEREFORE**, for good and valid consideration, the receipt of which is acknowledged by the parties hereto, County and Land Owner agree as follows:

A. Land Owner shall design and construct at Land Owner's sole expense complete workable public water and sewer extensions, including all necessary equipment and facilities and be responsible for furnishing all material, performing all work, entering into all necessary agreements, applying for and receiving all necessary permits, hiring all the labor, and paying all costs associated with the construction of the Extensions according to the Plans. Such costs shall include, but not be limited to, labor, materials, engineering fees, inspection fees, legal fees, surveying fees, award fees, recordation fees, appraisal fees, and land acquisitions, including rights-of-way and easements.

B. Prior to engaging in any construction activity, Land Owner agrees that it shall, at its sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all off-site rights-of-way and easements as necessary for the construction, operation, maintenance and repair of the Extensions, and record all such rights-of-way and easement deeds.

C. Upon completion of the Extensions by Land Owner and prior to tentative acceptance by County of the Extensions, Land Owner shall, at its sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all on-site rights-of-way and easements as necessary for the operation, maintenance and repair of the Extensions, and record all such rights-of-way and easement deeds. Alternatively, Land Owner may provide a subdivision plat dedicating such easements to County.

D. Upon completion by Land Owner of the Extensions and prior to tentative acceptance, Land Owner shall, at its sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all easements for any part of the on-site and off-site

Extensions, including all lines, facilities and appurtenances thereto, which the Department of Community Development determines are not wholly and located properly within any previously dedicated or conveyed public right-of-way or public easement for such purposes based upon the "As-Built" Plans and/or visual inspection or other reasonable basis.

E. Prior to tentative acceptance of the Extensions or any independently functional portion thereof, Land Owner shall provide County with one (1) full size hard-copy and a CD in AutoCAD format of final "As-Built" plans of the entire Extensions. Land Owner's Engineers shall certify by signed statement on each page of the final As-Built plans (i) that the Extensions have at a minimum been installed in compliance with the Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, and (ii) that all on-site and off-site water and sewer lines and appurtenances, improvements and any other facilities are located within public right-of-ways or easements conveyed or dedicated to County, and, in fact, have been constructed at the locations as represented by the As-Built plans. These final As-Built plans must be acceptable to County as record drawings and signed and stamped by a professional engineer.

F. A list of deficiencies discovered during the period of tentative acceptance will be compiled by County and forwarded to Land Owner prior to final acceptance. Land Owner agrees to correct all deficiencies and make all required repairs at its expense. If such deficiencies and repairs are not corrected or made within ninety (90) days from the date of the list of deficiencies, County will have the right to make the necessary corrections and require payment from Land Owner for any work done.

G. Land Owner agrees that it will request in writing final inspection and acceptance of the Extensions after all streets have been paved, after all improvements have been installed, and after

all deficiencies, corrections and omissions to the Extensions and administrative requirements have been addressed to the satisfaction of County.

H. The undertakings and performance by Land Owner required by this Agreement shall be guaranteed by a letter of credit, cash bond or other surety acceptable to County and approved by the County Attorney in the amount specified by County.

I. Land Owner agrees to guarantee all workmanship and material to be in workable and good condition for a period of one (1) year from the date of final acceptance. Land Owner agrees to furnish a defect bond in the amount of ten percent (10%) of County's estimated construction cost of the Extensions. The bond will indemnify County against any defects in material or workmanship of the Extensions discovered within one (1) year from the date of final acceptance.

J. In the event of a breach by Land Owner of any provisions of this Agreement, County may give written notice to Land Owner specifying the manner in which the Agreement has been breached. If notice of breach is given and Land Owner has not substantially corrected the breach within ten (10) days of receipt of the written notice, County shall have the right to terminate this Agreement and draw upon the surety provided by Land Owner amounts sufficient to cure such breach.

K. Land Owner expressly agrees to indemnify, defend and hold County harmless from and against all claims, loss, damage, injury and liability however caused, arising out of, or in any way connected with the construction, dedication or conveyance of the water and sewer system or any portion thereof that is performed by Land Owner or Land Owner's agents or employees, or in connection with the dedication or conveyance of any right-of-way or easement provided for these Extensions as shown in the Plans.

L. This Agreement shall be binding upon Land Owner, its Heirs, Successors, and Assigns and upon execution of this Agreement.

M. County agrees to accept, operate, repair, and maintain the Extensions constructed by Land Owner provided: (1) that the Extensions are constructed in accordance with the approved Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, (2) that the Extensions meet the requirements of the Goochland County Code for public water and sewer systems, and (3) that connection fees have been paid for service to the respective properties.

N. County agrees to provide water and sewer service to the properties shown on the Plans consistent with County's normal allocation policy for public water and sewer users, provided service capacity is available within County's public water and sewer system and Land Owner has complied with the Agreement.

O. Any notice required pursuant to this Agreement shall be given by first class mail, postage prepaid. Land Owner shall contact County in writing immediately of any change of location or individuals for receipt of notices.

To County:                      Director of Public Utilities  
   Goochland County  
   P. O. Box 10  
   Goochland, Virginia 23063

To Land Owner:                \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

[Signature page to follow]

Witness the following signatures:

APPROVED AS TO FORM:

**GOOCHLAND COUNTY, VIRGINIA**

\_\_\_\_\_  
Goochland County Attorney's Office

By: \_\_\_\_\_ (SEAL)  
John A. Budesky, County Administrator  
or his designee

COMMONWEALTH OF VIRGINIA,  
COUNTY OF GOOCHLAND, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by John A. Budesky on behalf of Goochland County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number \_\_\_\_\_

**LAND OWNER:**

\_\_\_\_\_,  
**a** \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ (title) on behalf of  
\_\_\_\_\_ (name of organization), a Virginia  
\_\_\_\_\_ (type of organization).

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number \_\_\_\_\_

# OFFSITE UTILITY AGREEMENT FORM



**OFFSITE UTILITY AGREEMENT for**

\_\_\_\_\_ Project

**THIS AGREEMENT**, dated \_\_\_\_\_, 20\_\_, is entered into by **GOOCHLAND COUNTY, VIRGINIA**, ("County"), and \_\_\_\_\_, a \_\_\_\_\_ ("Land Owner") and \_\_\_\_\_, a \_\_\_\_\_ ("Developer").

**Recitals**

**WHEREAS**, Developer plans to construct water and/or sewer systems across the Land Owner’s property/properties to serve Developer’s property/properties with the consent and agreement of Land Owner; and

**WHEREAS**, Land Owner owns property/properties known as Tax Map No(s). \_\_\_\_\_ (“Land Owner’s Property”) shown on the plans entitled “\_\_\_\_\_,” prepared by \_\_\_\_\_, dated \_\_\_\_\_, revised \_\_\_\_\_, approved by County on \_\_\_\_\_, and filed in the Public Utilities Office (the “Plans”); and

**WHEREAS**, Land Owner and Developer have agreed to terms (in a private agreement) permitting Developer to construct water and/or sewer system facilities to serve Developer’s property/properties known as Tax Map No. \_\_\_\_\_ (“Developer’s Property”) and Land Owner to dedicate those facilities to County for incorporation in its system(s); and

**WHEREAS**, Developer intends the Developer’s Property to be served by the water and/or sewer systems and intends that the property/properties will be serviced by the public water and/or sewer system owned and operated by County; and

**WHEREAS**, Developer proposes to construct and Land Owner dedicate to County an extension of the public water and/or sewer systems, in compliance with the provisions of the “Goochland County Water and Sewer Standards and Specifications” to serve the property/properties as shown on the Plans (the "Extensions") and, in so doing, agrees to indemnify



and hold County harmless from any claims or causes of actions that may arise in connection with Developer's activities in constructing the Extensions; and

**WHEREAS**, this Agreement will govern the relationship between Land Owner and Developer and County, however, Land Owner and Developer may have a private agreement assigning costs (including the provision of a surety to the County), liability, and indemnification as between the two. Any private agreement may be effective as between Developer and Land Owner, but is not binding on County and its terms will not be enforced by County; and

**WHEREAS**, County has determined that it is in the public interest for County to enter into this Agreement.

**NOW THEREFORE**, for good and valid consideration, the receipt of which is acknowledged by the parties hereto, County, Land Owner, and Developer agree as follows:

A. Developer shall design and construct at Developer's sole expense complete workable public water and sewer extensions, including all necessary equipment and facilities and be responsible for furnishing all material, performing all work, entering into all necessary agreements, applying for and receiving all necessary permits, hiring all the labor, and paying all costs associated with the construction of the Extensions according to the Plans. Such costs shall include, but not be limited to, labor, materials, engineering fees, inspection fees, legal fees, surveying fees, award fees, recordation fees, appraisal fees, and land acquisitions, including rights-of-way and easements.

B. Prior to engaging in any construction activity, Land Owner and Developer agree that they shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all off-site rights-of-way and easements as necessary for the construction, operation, maintenance and repair of the Extensions, for recordation by County upon its acceptance of the rights-of-way and easements.

C. Upon completion of the Extensions by Developer and prior to tentative acceptance by County of the Extensions, Land Owner and Developer shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all on-site rights-of-way and easements as necessary for the operation, maintenance and repair of the Extensions, and record all such rights-of-way and easement deeds. Alternatively, Developer and Land Owner may provide a subdivision plat dedicating such easements to County.

D. Upon completion by Developer of the Extensions and prior to tentative acceptance,

Land Owner and Developer shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all easements for any part of the on-site and off-site Extensions, including all lines, facilities and appurtenances thereto, which the Department of Community Development determines are not wholly and located properly within any previously dedicated or conveyed public right-of-way or public easement for such purposes based upon the "As-Built" Plans and/or visual inspection or other reasonable basis.

E. Prior to tentative acceptance of the Extensions or any independently functional portion thereof, Developer shall provide County with one (1) full size hard-copy and a CD in AutoCAD format of final "As-Built" plans of the entire Extensions. Developer's Engineers shall certify by signed statement on each page of the final As-Built plans (i) that the Extensions have at a minimum been installed in compliance with the Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, and (ii) that all on-site and off-site water and sewer lines and appurtenances, improvements and any other facilities are located within public rights-of-way or easements conveyed or dedicated to County, and, in fact, have been constructed at the locations as represented by the As-Built plans. These final As-Built plans must be acceptable to County as record drawings and signed and stamped by a professional engineer.

F. A list of deficiencies discovered during the period of tentative acceptance will be compiled by County and forwarded to Land Owner and Developer prior to final acceptance. Land Owner and Developer agree to correct all deficiencies and make all required repairs at their expense. If such deficiencies and repairs are not corrected or made within ninety (90) days from the date of the list of deficiencies, County will have the right to make the necessary corrections and require payment from Land Owner and Developer for any work done. Developer agrees that it will request in writing final inspection and acceptance of the Extensions after all streets have been paved, after all improvements have been installed, and after all deficiencies, corrections and omissions to the Extensions and administrative requirements have been addressed to the satisfaction of County.

G. The undertakings and performance by Land Owner and Developer required by this Agreement shall be guaranteed by a letter of credit, cash bond, or other surety acceptable to County and approved by the County Attorney in the amount specified by County.

H. Land Owner and Developer agree to guarantee all workmanship and material to be in workable and good condition for a period of one (1) year from the date of final acceptance. Developer and/or Land Owner agrees to furnish a defect bond in the amount of ten percent (10%) of County's

estimated construction cost of the Extensions. The bond will indemnify County against any defects in material or workmanship of the Extensions discovered within one (1) year from the date of final acceptance.

I. In the event of a breach by Land Owner or Developer of any provisions of this Agreement, County may give written notice to Land Owner and Developer specifying the manner in which the Agreement has been breached. If notice of breach is given and Land Owner and Developer have not substantially corrected the breach within ten (10) days of receipt of the written notice, County shall have the right to terminate this Agreement and draw upon the surety provided by Land Owner and/or Developer in amounts sufficient to cure such breach.

J. Land Owner and Developer expressly agree to indemnify, defend, and hold County harmless from and against all claims, loss, damage, injury and liability however caused, arising out of, or in any way connected with the construction, dedication or conveyance of the water and sewer system or any portion thereof that is performed by Land Owner or Developer or their agents or employees, or in connection with the dedication or conveyance of any right-of-way or easement provided for these Extensions as shown in the Plans.

K. This Agreement shall be binding upon Land Owner, its heirs, successors, and assigns and Developer, its heirs, successors, and assigns upon execution of this Agreement.

L. County agrees to accept, operate, repair, and maintain the Extensions constructed by Developer and dedicated by Land Owner, provided: (1) that the Extensions are constructed in accordance with the approved Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, (2) that the Extensions meet the requirements of the Goochland County Code for public water and sewer systems, and (3) that connection fees have been paid for service to the respective properties.

M. County agrees to provide water and sewer service to the properties shown on the Plans consistent with County's normal allocation policy for public water and sewer users, provided service capacity is available within County's public water and sewer system and Land Owner and Developer have complied with the Agreement.

N. Any notice required pursuant to this Agreement shall be given by first class mail, postage prepaid to the addresses below. Land Owner or Developer shall contact County in writing immediately of any change of location or individuals for receipt of notices.

To County: Director of Public Utilities  
Goochland County  
P. O. Box 10  
Goochland, Virginia 23063

To Land Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[signature pages to follow]*

Witness the following signatures:

APPROVED AS TO FORM:

**GOOCHLAND COUNTY, VIRGINIA**

\_\_\_\_\_  
Goochland County Attorney's Office

By: \_\_\_\_\_ (SEAL)  
John A. Budesky, County Administrator  
or his designee

COMMONWEALTH OF VIRGINIA,  
COUNTY OF GOOCHLAND, to-wit:

The foregoing instrument was acknowledged before me \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ on behalf of Goochland County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number \_\_\_\_\_

**LAND OWNER:**

\_\_\_\_\_,  
**a** \_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (*name*), as \_\_\_\_\_ (*title*) of  
\_\_\_\_\_ (*organization*).

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DEVELOPER:**

\_\_\_\_\_,  
**a** \_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (*name*), as \_\_\_\_\_ (*title*) of  
\_\_\_\_\_ (*organization*).

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**UTILITY AGREEMENT FORM –  
MULTIPLE PARTIES**





**UTILITY AGREEMENT for**

\_\_\_\_\_  
(Project Name)

**THIS AGREEMENT**, dated \_\_\_\_\_, 20\_\_, is entered into by **GOOCHLAND COUNTY, VIRGINIA**, ("County"), and \_\_\_\_\_, a \_\_\_\_\_ ("Land Owner") and \_\_\_\_\_, a \_\_\_\_\_ ("Developer").

**Recitals**

**WHEREAS**, Land Owner owns property/properties known as Tax Map No(s) \_\_\_\_\_ ("Land Owner's Property") shown on the plans entitled "\_\_\_\_\_", prepared by \_\_\_\_\_, dated \_\_\_\_\_, revised \_\_\_\_\_, approved by County on \_\_\_\_\_, and filed in the Public Utilities Office (the "Plans"); and

**WHEREAS**, Land Owner and Developer have agreed to terms (in a private agreement) permitting Developer to construct water and/or sewer system facilities to serve Land Owner's Property and Land Owner to dedicate those facilities to County for incorporation in its system(s); and

**WHEREAS**, Developer intends to develop the property/properties shown on the above-referenced Plan(s) and intends that the property/properties will be serviced by the public water and/or sewer system owned and operated by County with the concurrence of Land Owner; and

**WHEREAS**, Developer proposes to construct and Land Owner to dedicate to County an extension of the public water and/or sewer systems, in compliance with the provisions of the "Goochland County Water and Sewer Standards and Specifications" to serve the property/properties as shown on the Plans (the "Extensions") and, in so doing, agree to indemnify and hold County harmless from any claims or causes of actions that may arise in connection with Developer's activities in constructing the Extensions; and

**WHEREAS**, this Agreement will govern the relationship between Land Owner and Developer and County, however, Land Owner and Developer may have a private agreement assigning costs (including the provision of a surety to the County), liability, and indemnification as between the

two. Any private agreement may be effective as between Developer and Land Owner, but is not binding on County and its terms will not be enforced by County; and

**WHEREAS**, County has determined that it is in the public interest for County to enter into this Agreement.

**NOW THEREFORE**, for good and valid consideration, the receipt of which is acknowledged by the parties hereto, County, Land Owner, and Developer agree as follows:

A. Developer shall design and construct at Developer's sole expense complete workable public water and sewer extensions, including all necessary equipment and facilities and be responsible for furnishing all material, performing all work, entering into all necessary agreements, applying for and receiving all necessary permits, hiring all the labor, and paying all costs associated with the construction of the Extensions according to the Plans. Such costs shall include, but not be limited to, labor, materials, engineering fees, inspection fees, legal fees, surveying fees, award fees, recordation fees, appraisal fees, and land acquisitions, including rights-of-way and easements.

B. Prior to engaging in any construction activity, Land Owner and Developer agree that they shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all off-site rights-of-way and easements as necessary for the construction, operation, maintenance, and repair of the Extensions, for recordation by County upon its acceptance of the rights-of-way and easements.

C. Upon completion of the Extensions by Developer and prior to tentative acceptance by County of the Extensions, Land Owner and Developer shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all on-site rights-of-way and easements as necessary for the operation, maintenance and repair of the Extensions, and record all such rights-of-way and easement deeds. Alternatively, Developer and Land Owner may provide a subdivision plat dedicating such easements to County.

D. Upon completion by Developer of the Extensions and prior to tentative acceptance, Land Owner and Developer shall, at their sole expense, submit executed deeds conveying to County, with General Warranty and English Covenants of Title, all easements for any part of the on-site and off-site Extensions, including all lines, facilities and appurtenances thereto, which the Department of Community Development determines are not wholly and located properly within any previously dedicated or conveyed public right-of-way or public easement for such purposes based upon the "As-Built" Plans and/or visual inspection or other reasonable basis.

E. Prior to tentative acceptance of the Extensions or any independently functional portion thereof, Developer shall provide County with one (1) full size hard-copy and a CD in AutoCAD format of final "As-Built" plans of the entire Extensions. Developer's Engineers shall certify by signed statement on each page of the final As-Built plans (i) that the Extensions have at a minimum been installed in compliance with the Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, and (ii) that all on-site and off-site water and sewer lines and appurtenances, improvements and any other facilities are located within public rights-of-way or easements conveyed or dedicated to County, and, in fact, have been constructed at the locations as represented by the As-Built plans. These final As-Built plans must be acceptable to County as record drawings and signed and stamped by a professional engineer.

F. A list of deficiencies discovered during the period of tentative acceptance will be compiled by County and forwarded to Land Owner and Developer prior to final acceptance. Land Owner and Developer agree to correct all deficiencies and make all required repairs at their expense. If such deficiencies and repairs are not corrected or made within ninety (90) days from the date of the list of deficiencies, County will have the right to make the necessary corrections and require payment from Land Owner and Developer for any work done.

G. Developer agrees that it will request in writing final inspection and acceptance of the Extensions after all streets have been paved, after all improvements have been installed, and after all deficiencies, corrections and omissions to the Extensions and administrative requirements have been addressed to the satisfaction of County.

H. The undertakings and performance by Land Owner and Developer required by this Agreement shall be guaranteed by a letter of credit, cash bond, or other surety acceptable to County and approved by the County Attorney in the amount specified by County.

I. Land Owner and Developer agree to guarantee all workmanship and material to be in workable and good condition for a period of one (1) year from the date of final acceptance. Developer and/or Land Owner agree to furnish a defect bond in the amount of ten percent (10%) of County's estimated construction cost of the Extensions. The bond will indemnify County against any defects in material or workmanship of the Extensions discovered within one (1) year from the date of final acceptance.

J. In the event of a breach by Land Owner or Developer of any provisions of this Agreement, County may give written notice to Land Owner and Developer specifying the manner in

which the Agreement has been breached. If notice of breach is given and Land Owner and Developer have not substantially corrected the breach within ten (10) days of receipt of the written notice, County shall have the right to terminate this Agreement and draw upon the surety provided by Land Owner and/or Developer in amounts sufficient to cure such breach.

K. Land Owner and Developer expressly agree to indemnify, defend, and hold County harmless from and against all claims, loss, damage, injury and liability however caused, arising out of, or in any way connected with the construction, dedication or conveyance of the water and sewer system or any portion thereof that is performed by Land Owner or Developer or their agents or employees, or in connection with the dedication or conveyance of any right-of-way or easement provided for these Extensions as shown in the Plans.

L. This Agreement shall be binding upon Land Owner, its heirs, successors, and assigns and Developer, its heirs, successors, and assigns upon execution of this Agreement.

M. County agrees to accept, operate, repair, and maintain the Extensions constructed by Developer and dedicated by Land Owner, provided: (1) that the Extensions are constructed in accordance with the approved Plans and the provisions of the "Goochland County Water and Sewer Standards and Specifications" in effect on the date of this Agreement, (2) that the Extensions meet the requirements of the Goochland County Code for public water and sewer systems, and (3) that connection fees have been paid for service to the respective properties.

N. County agrees to provide water and sewer service to the properties shown on the Plans consistent with County's normal allocation policy for public water and sewer users, provided service capacity is available within County's public water and sewer system and Land Owner and Developer have complied with this Agreement.

O. Any notice required pursuant to this Agreement shall be given by first class mail, postage prepaid to the addresses below. Land Owner or Developer shall contact County in writing immediately of any change of location or individuals for receipt of notices.

To the County:            Director of Public Utilities  
                                  Goochland County  
                                  P. O. Box 10  
                                  Goochland, Virginia 23063

To the Land Owner: \_\_\_\_\_  
                                  \_\_\_\_\_

To the Developer:

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*[signature pages to follow]*

Witness the following signatures:

APPROVED AS TO FORM:

**GOOCHLAND COUNTY, VIRGINIA**

\_\_\_\_\_  
Goochland County Attorney's Office

By: \_\_\_\_\_ (SEAL)  
John A. Budesky, County Administrator  
or his designee

COMMONWEALTH OF VIRGINIA,  
COUNTY OF GOOCHLAND, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by John A. Budesky on behalf of Goochland County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number \_\_\_\_\_

**LAND OWNER:**

\_\_\_\_\_,  
**a** \_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (*name*), as \_\_\_\_\_ (*title*) of  
\_\_\_\_\_ (*organization*).

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DEVELOPER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (*name*), as \_\_\_\_\_ (*title*) of  
\_\_\_\_\_ (*organization*).

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



# UTILITY PERFORMANCE BOND FORM



## UTILITY PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_  
as **Principal**, and \_\_\_\_\_ a corporation duly authorized as a  
Surety company to transact business in the Commonwealth of Virginia, as Surety, are held  
and firmly bound unto **Goochland County, Virginia**, a political subdivision of the  
Commonwealth of Virginia, as **Obligee**, in the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum, well  
and truly to be made, we, the Principal and Surety, unconditionally bind ourselves and our  
heirs, executors, administrators, successors and assigns jointly and severally firmly by  
these presents:

**WHEREAS**, the Principal desires to construct utility lines in accordance with the  
Goochland County Code of Ordinances, as amended, on property owned by:  
\_\_\_\_\_ and described as  
\_\_\_\_\_; and

**WHEREAS**, the Principal has submitted to the Goochland County Department of  
Community Development for approval a Utility Plan entitled  
“\_\_\_\_\_,” prepared by \_\_\_\_\_, dated  
\_\_\_\_\_, revised \_\_\_\_\_, and approved by Goochland  
County on \_\_\_\_\_ for constructing utilities to be dedicated to  
the County on the above described property (the “Plan”).

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal  
within the time specified and in accordance with the Plan and any revisions and in  
accordance with the County Code, shall faithfully perform each and every activity required  
by the County Code and specified in the Plan and any revision thereof, then the above  
obligation shall be void. Otherwise, it shall be and remain in full force and effect.

Whenever the Principal shall fail, and be declared by the Obligee to have failed to  
perform the required activities in accordance with the aforesaid standards:

- (1) The Surety, upon demand by the Obligee, shall promptly remedy default;
- or

- (2) The Obligee, after thirty (30) days written notice to the Surety, or without notice to the Surety in case of emergency, may perform or arrange for performance of the Principal's obligations, and the Surety shall reimburse the Obligee the actual costs of such performance but in no event shall the aggregate liability of the Surety exceed the amount of this bond.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of written notice by the Surety from the Department of Community Development of completion of the utility lines. Otherwise, this bond may not expire or be cancelled by Surety until and unless Surety gives the Obligee sixty (60) days written notice by registered mail. Such cancellation or expiration shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Changes required in the bond can be accomplished by a change rider issued by the Surety.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Plan shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Plan. Principal recognizes its continuing obligation to maintain in full force, and effect a bond guaranteeing its performance of its obligations in accordance with the County Code and the Plan, notwithstanding the expiration or cancellation of this bond by Surety.

[Signature pages to follow]

IN WITNESS WHEREOF, the Principal has hereunto affixed their names and seals  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT FOR PRINCIPAL**

State of \_\_\_\_\_

County/City of \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County/City and  
State aforesaid, do certify that \_\_\_\_\_ whose name is signed to the  
foregoing bond, personally appeared before me in my County/City and State aforesaid and  
acknowledged the same to be his act and deed.

My commission expires \_\_\_\_\_.

Notary Registration Number \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Surety has hereunto affixed their names and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY:

\_\_\_\_\_  
By: \_\_\_\_\_

**ACKNOWLEDGEMENT FOR SURETY**

State of \_\_\_\_\_

County/City of \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County/City and State aforesaid, do certify that \_\_\_\_\_ whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires \_\_\_\_\_.

Notary Registration Number \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

RESIDENT VIRGINIA AGENT

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Goochland County Attorney's Office

# UTILITY LETTER OF CREDIT



County of Goochland, Virginia  
Department of Community Development  
1800 Sandy Hook Road Ste 270  
Goochland, Virginia 23063

Attention: County Engineer/Director of Public Utilities

Gentlemen:

We hereby open our Irrevocable Letter of Credit No. \_\_\_\_\_ in your favor for the account of \_\_\_\_\_, \_\_\_\_\_, for a sum not exceeding \_\_\_\_\_ available by your sight drafts on the \_\_\_\_\_ and accompanied by documents specified below:

A certified statement signed by an official of Goochland County, Virginia stating that the \_\_\_\_\_ has not satisfactorily completed construction of utility lines as required by the County of Goochland, Virginia, as stated in the Utility Service Agreement dated \_\_\_\_\_ and as provided by the approved plans for \_\_\_\_\_.

A statement signed by an official of Goochland County to the effect that the drawing is for the explicit purpose of providing for the construction of utility lines pursuant to the terms of the Code of the County of Goochland, Virginia (and any amendment thereto) and as provided on the approved construction plans for \_\_\_\_\_.

All drafts must bear the clause "Drawn under the \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_".

We hereby engage with drawers, endorsers, and bona fide holders that all drafts drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of the documents. This Irrevocable Letter of Credit shall remain in full force and effect for a period of two (2) years from the date hereof and shall automatically renew itself from year to year for three (3) one (1) year periods thereafter unless and until the \_\_\_\_\_ shall give ninety (90) days' notice period, this Irrevocable Letter of Credit shall remain in full force and in effect. During the last thirty (30) days while the Letter of Credit is in force and effect after notice of termination has been given, the County may draw up to the full amount of the sum when accompanied by

a document stating that \_\_\_\_\_ has failed to provide an acceptable substitute Irrevocable Letter of Credit or deposit in escrow and a document stating that the drawing of Letter of Credit as stated in the Utility Service Agreement dated \_\_\_\_\_ and as provided by the approved plans for \_\_\_\_\_ . This credit shall also be terminated upon the County of Goochland's County Engineer (or his appointed agent) giving written release to \_\_\_\_\_ stating that he has well and truly performed and fulfilled the obligations of the required improvements for \_\_\_\_\_ .

This Irrevocable Letter of Credit shall be construed in accordance with the "Uniform Customs and Practices for Commercial Documentary Credits" promulgated by the XIII Congress of the International Chamber of Commerce (International Chamber of Commerce Brochure No.290 1974 revision) and the provisions of the Uniform Commercial Code – Letters of Credit – Title 8.5 of the Code of Virginia, 1950, as amended.

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature



# UTILITY CONNECTION APPLICATION FORM





I, \_\_\_\_\_, (signature of property owner) do hereby make application to the Board of Supervisors for one (1) water and/or sewer connection (based on a \_\_\_\_-inch water meter) to the water and/or sewer line owned by the County of Goochland.

Date of Application:	Name of Applicant:		
Name of Property Owner:	Phone No. – Home:	Phone No. – Business:	
Present Mailing Address:	New/Existing Property Address:		
Subdivision Name:	Section:	Block:	Lot:

The utility service applied for is Residential / Commercial. (circle one)

Please complete the applicable fees below as in accordance with the Connection Fees on the following page:

Water Service Connection Fee: \$ \_\_\_\_\_  
 Sewer Service Connection Fee: \$ \_\_\_\_\_  
 Total Fee: \$ \_\_\_\_\_

(Make checks payable to County of Goochland)

\*\*\*\*\*

**(FOR OFFICE USE ONLY)**

Date Fee Paid:	Received By:	*Plumbing Permit No:	Date Issued:
Location No.:		CFA No.:	
Account No.:		Revenue Account: 3-057-15010-0001	

Remarks: \*Plumbing permit number is required before meter can be set.

<b>Water Connection Fees -- Effective July 1, 2019</b>	
Single-family dwellings, including semi-detached dwellings	\$4,400.00 per dwelling unit
Multi-family dwellings; apartments; town-homes; condominiums; cluster homes; duplexes; senior congregate care; continuing care retirement community (independent living)	\$3,100.00 per dwelling unit
Motels and hotels	\$1,700.00 per room
Nursing homes; assisted living facility; continuing care retirement community (assisted living)	\$2,800.00 per bed
Facilities providing permanent housing for elderly or handicapped persons and operated by charitable, nonstock, nonprofit organizations which are exempted by section 501(c)(3) of the Internal Revenue Code	\$1,700.00 per dwelling unit
<b>All Other Business, Industrial &amp; Public Buildings and Facilities</b>	
5/8" meter size	\$3,300.00
1" meter size	\$8,800.00
1½" meter size	\$17,600.00
2" meter size	\$34,900.00
3" meter size	\$69,800.00
4" meter size	\$121,500.00
6" meter size	\$260,900.00
8" meter size	\$652,200.00
10" meter size	\$1,045,700.00

**Sanitary Sewer Connection Fees -- Effective July 1, 2019**

Single-family dwellings, including semi-detached dwellings	\$6,300.00 per dwelling unit
Multi-family dwellings; apartments; town-homes; condominiums; cluster homes; duplexes; senior congregate care; continuing care retirement community (independent living)	\$4,000.00 per dwelling unit
Motels and hotels	\$2,100.00 per room
Nursing homes; assisted living facility; continuing care retirement community (assisted living)	\$3,000.00 per bed
Facilities providing permanent housing for elderly or handicapped persons and operated by charitable, nonstock, nonprofit organizations which are exempted by section 501(c)(3) of the Internal Revenue Code	\$2,000.00 per dwelling unit
<b>All Other Business, Industrial &amp; Public Buildings and Facilities</b>	
5/8" meter size	\$4,200.00
1" meter size	\$15,100.00
1½" meter size	\$30,000.00
2" meter size	\$59,600.00
3" meter size	\$119,100.00
4" meter size	\$207,400.00
6" meter size	\$445,500.00
8" meter size	\$1,113,600.00
10" meter size	\$1,785,500.00

# REQUEST FOR TENTATIVE ACCEPTANCE FORM



**REQUEST for TENTATIVE ACCEPTANCE FORM**

Date Received: \_\_\_\_\_ UTL No.: \_\_\_\_\_

Utility Project: \_\_\_\_\_

Location: \_\_\_\_\_

Requested By: \_\_\_\_\_

Comments: \_\_\_\_\_

*After all of the below noted tests have been completed for the applicable utility, the Department of Public Utilities shall receive the following before Tentative Acceptance will be granted, as per the Utility Service Agreement.*

Department needs: 'As-Built' Plans: 1 hard copy submitted by the design engineer, 1 georeferenced AutoCad file submitted electronically or on a CD

*Initial next to answer in this checklist*

**SEWER LINE CHECKLIST**

Has the low pressure air test been completed? YES  NO

By: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Goochland Inspector: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Has the manhole vacuum test been completed? YES  NO

By: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Goochland Inspector: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*It is suggested that the contractor perform their own CCTV inspection during Tentative Acceptance to resolve any potential issues prior to Final Acceptance. However, the County requires a CCTV inspection only during the Request for Final Acceptance process.*

**DEVELOPER / ENGINEER:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

*Initial next to answer in this checklist*

**WATER LINE CHECKLIST**

Has the pressure test been completed? YES  NO

By: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Goochland Inspector: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Has the hydrant flush test been completed? YES  NO

By: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Goochland Inspector: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Has the bac-t test been completed? YES  NO

By: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Department needs: Documentation from state certified lab showing bac-t test was passed  
Fire hydrants painted per Goochland County Standards & Specs 11.2.27

Comments: \_\_\_\_\_

**DEVELOPER / ENGINEER:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

# REQUEST FOR FINAL ACCEPTANCE FORM





**REQUEST for FINAL ACCEPTANCE FORM**

Date Received: \_\_\_\_\_ UTL No.: \_\_\_\_\_

Utility Project: \_\_\_\_\_

Location: \_\_\_\_\_

Requested By: \_\_\_\_\_

Comments: \_\_\_\_\_

**CHECKLIST**

Curb and Gutter Installed                      YES                       NO                       Date \_\_\_\_\_

Roads Finished                                      YES                       NO                       Date \_\_\_\_\_

Silt Fence Removed                              YES                       NO                       Date \_\_\_\_\_

Project Area is Stabilized                      YES                       NO                       Date \_\_\_\_\_

CCTV test of sanitary sewer                      YES                       NO                       Date \_\_\_\_\_

*(County requires a letter of CCTV completion from contractor and one (1) DVD copy of the TV inspection. This requirement shall be the last test completed immediately prior to completion of the project.)*

Other    YES                       NO                       Date \_\_\_\_\_

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DEVELOPER / ENGINEER:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_