

County of Hanover

Board Meeting: July 23, 2014

Subject: Approval of a non-standard Utility Service Agreement between Hanover County and Four West Company – Department of Public Utilities (**Chickahominy Magisterial District**)

Summary of Agenda Item: Four West Company intends to develop the Cool Spring West subdivision. As designed, this development will connect to an existing sewer that discharges to the sewage pump station behind Atlee High School (Pump Station #5). The existing sewer was not designed to serve this property as the development is downstream from it. To accommodate the development, approximately 161 feet of existing 8” sewer must be increased in size to 12”. As this sewer is inside the fenced area of the pump station, it is difficult and sensitive construction. Pump Station #5 is a major critical facility with many buried improvements within the fenced area. Anytime construction occurs within the fenced area, extra care and precautions must be utilized.

Public Utilities 5 year CIP shows major upgrades to Pump Station #5 planned in FY19. Rather than undertake improving this sewer at this time for the Cool Spring West Development and Public Utilities undertaking a second major project in the near future, Four West Company has agreed to pay Public Utilities \$19,862.52, the estimated cost of increasing the size of this sewer. The County would increase the size of the sewer when it undertakes its planned rehabilitation project. As Cool Spring West will develop over several years, issues with the timing of the improvements are not anticipated. A non-standard Utility Service Agreement is required to address this payment.

Public Utilities recommends that the attached non-standard USA be entered into by the County. The County Attorney’s office has reviewed and approved the non-standard USA as to form.

County Administrator’s Recommended Board Motion: Approval of the attached Utility Service Agreement for construction of Cool Spring West, Section 1

Part of GPIN #'s: 8706-08-4801, 7796-97-6402, 8706-07-0542, 8706-07-0687, 8706-07-2799, 8706-08-1030, & 8706-09-8222

UTILITY SERVICE AGREEMENT
Cool Spring West, Sec. 1
Project

THIS AGREEMENT, dated March 14, 2014, is entered into by HANOVER COUNTY, VIRGINIA (the "County") and Four West Company (the "Owner").

WHEREAS the Owner is the sole owner of the property shown on the attached plat (Exhibit "A"), having acquired this property by a deed recorded among the land records of Hanover County, Virginia, in Deed Book 2928, at page 3239; and Deed Book 2906, at page 2775; and Deed Book 2888, at page 1997; and Deed Book 2906, at page 2778; and Deed Book 2906, at page 2772; and Deed Book 2990, at page 243, (the "Property"); and

WHEREAS the Owner desires that a public water and/or sewer system owned and operated by the County serve the Property; and

WHEREAS the Owner proposes to construct and dedicate to the County an extension of the public water and/or sewer system(s) to serve the Property as shown on the approved Plans described below (the "Extensions"); and

WHEREAS the Owner proposes to contribute \$19,862.52 toward the upgrade of approximately 161 linear feet of existing 8" gravity sewer line in lieu of constructing and dedicating to the County certain sewer line improvements that would otherwise be needed; and

WHEREAS the County has determined that it is in the public interest for the County to own, operate, and maintain such Extensions to serve the Property.

THEREFORE, the County and the Owner agree as follows:

I. Owner's Covenants

This Document Prepared By:
Hanover County Attorney's Office
P.O. Box 470
Hanover, Virginia 23069-0470

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eFORM1425B - No Credits
Approved as to form CA 2/14 - NON STANDARD

A. The Owner agrees to have designed and constructed at the Owner's sole expense complete workable public water and sewer extensions, including all necessary on-site and off-site equipment and facilities, to serve the Property as shown on the County approved engineering design plans entitled Cool Spring West, Sec. 1, dated October 22, 2009, last revised February 27, 2014, and prepared by E. D. Lewis & Associates, P. C. (the "Plans").

B. Prior to engaging in any construction activity, the Owner agrees that it will (i) notify the Director of Public Utilities (the "Director") of the proposed date of commencement of construction; and (ii) apply for and receive a construction permit to be issued by the Director. The Owner further agrees to (i) submit to the Director executed deeds conveying to the County, with General Warranty and English Covenants of Title, in a form approved by the County Attorney, all on-site and off-site rights-of-way and easements as necessary for the construction, operation, maintenance and repair of the Extensions; and (ii) convey to the County all on-site easements the Director determines are necessary for future utility lines or facilities to serve adjacent properties by a duly executed deed with General Warranty and English Covenants of Title, in a form approved by the County Attorney.

C. Any County approved subdivision plat or on-site deed duly accepted by the County shall be recorded prior to or at the time of completion of the project and prior to tentative acceptance of the Extensions by the County.

D. Upon completion by the Owner of the Extensions and prior to tentative acceptance, the Owner shall dedicate or convey, or cause to be dedicated or conveyed to the 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 Director determines are not wholly 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. The Owner shall provide to the County for recordation such deeds or dedication documents as a prerequisite for tentative acceptance.

E. Upon approval of this Agreement by the Board of Supervisors and prior to the County issuing the utility construction permit, the Owner shall pay the sum of \$19,862.52 as a contribution to the costs of County upgrades to approximately 161 linear feet of existing 8" gravity sewer line in lieu of the Owner constructing and dedicating to the County certain sewer line improvements. This amount is based on the Owner's costs of such upgrades as estimated by C.T. Purcell, Inc. and agreed to by letter from the Owner dated February 24, 2014. This upgrade is needed in order to handle the additional wastewater flows of the Cool Springs West development on the Property.

II. County's Covenants

A. In consideration of the above covenants, the County agrees to provide water and sewer service to the Property, such service to consist of the provision of up to 40,600 gallons of water per day and discharge of up to the same number of gallons of wastewater per day (the "Water and Sewer Capacities"), provided service capacity is available within the County's public water and sewer system and the Owner has complied with this Agreement.

B. Upon (1) completion of the Extensions in accordance with this Agreement, (2) acceptance of the Extensions by the County, and (3) receipt of the capacity fees prescribed by the County Water and Sewer Codes, as amended at the time service is actually requested, the County agrees, subject to the provisions of paragraph A hereof, to provide water and sewer service to property for which capacity fees have been paid.

III. Terms and Conditions

This agreement is subject to the following terms and conditions:

A. Plans and Specifications

1. The plans and specifications for the Extensions were approved by (i) the County on June 10, 2014, and (ii) if necessary, have been or will be submitted to and approved by the appropriate authorities of the Commonwealth of Virginia, prior to the start of construction of any phase of the Extensions.

2. As-Built Plans. Prior to tentative acceptance of the Extensions or any independently functional portion thereof, the Owner shall provide the County with two (2) sets of prints and one digital or electronic copy of final "As-Built" plans of the entire Extensions. The 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 "Design Standards and Specifications for Water and Sewer Systems Construction, Hanover County, Virginia," 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 the 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 the County as record drawings and signed by a professional engineer or surveyor.

B. Construction and Inspections

1. Prior to beginning construction, the Owner will notify the Director of the date construction will commence. The County will make inspections during construction and installation of the Extensions and before service is furnished. If any portion of the construction is covered before the County inspection is made, the County may require such construction to be uncovered at the Owner's sole expense so that an inspection can be made.

2. The County, through its inspector, shall have the right to require an immediate halt to construction should it determine that any portion of the Extensions is not being installed or constructed in accordance with the approved Plans, and the terms of this Agreement.

3. If at any time the inspection or testing of the Extensions or any portion thereof reveals that construction is not in accordance with the approved Plans and this Agreement, the Owner, at no expense to the County, shall make such corrections as the Director may deem necessary for complete compliance.

4. The Owner agrees to pay to the County, prior to or at the time of its application for a construction permit, an inspection fee of four percent (4%) of the estimated construction costs. The construction cost will be estimated by the County based on unit costs in the County's contract for sewer and water repairs and maintenance in effect at the date of this Agreement or other objective method in the sole discretion of the Director.

5. Once the Extensions are completed, the Owner will request in writing that the County make an inspection for purposes of tentative acceptance. Tentative acceptance will be given by letter from the Director, or designee, and at that time the Extensions may be placed in service, provided that the Owner has complied with its obligations under this Agreement.

6. A list of deficiencies discovered during the period of tentative acceptance will be compiled by the County and forwarded to the Owner prior to final acceptance. The 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, the County will have the right to make the necessary corrections and require payment from the Owner for any work done.

7. Owner agrees that he will request in writing final inspection and acceptance of the Extensions after all streets have been paved, after all curbs and gutters have been installed, and after all corrections and omissions to the Extensions and administrative requirements have been addressed to the satisfaction of the Director.

IV. Miscellaneous

A. The Owner will be responsible for furnishing all material, performing all work, entering into all necessary agreements and insuring that those agreements are with County approved contractors and subcontractors, hiring all the labor, and paying all costs associated with the construction of the Extensions. 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 both on-site and off-site land acquisitions, including rights-of-way and easements. A summary of all costs must be submitted to the Director on a form provided by the Director prior to tentative acceptance by the County.

B. The Owner expressly agrees to indemnify, defend and hold the County harmless from and against all claims, loss, damage, injury and liability however caused, including any negligence by Owner's agents or employees resulting from, arising out of, or in any way connected with the construction, dedication or conveyance of the water and sewer system or any portion thereof, or the dedication or conveyance of any right-of-way or easement.

C. All conveyances of interest in land made pursuant to this Agreement will be prepared and after written acceptance by the County, recorded in the Clerk's Office of the Circuit Court of Hanover County. The Owner shall provide title insurance or the Owner's attorney shall certify to the County that the necessary interest in land is free and clear of all liens and title

exceptions inconsistent with use of the easements for utility purposes. The status of title to such interest in property shall be acceptable to the County.

D. The undertakings by the Owner under this Agreement shall be guaranteed by surety acceptable to the County and approved by the County Attorney.

E. The 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. Owner agrees to furnish a defect bond in the amount of ten percent (10%) of the County estimated construction cost. The bond will indemnify the County against any defects in material or workmanship discovered within one (1) year from the date of final acceptance.

F. In the event of breach by the Owner of any provisions of this Agreement, the County may give written notice to the Owner specifying the manner in which the Agreement has been breached. If notice of breach is given and the Owner has not substantially corrected the breach within ten (10) days receipt of the written notice, the County shall have the right to terminate this Agreement.

G. This Agreement shall be binding upon the Owner, its Heirs, Successors, and Assigns and shall be recorded in the Clerk's Office of the Circuit Court of Hanover County.

H. Any notice required pursuant to this Agreement shall be given by first class mail, postage prepaid:

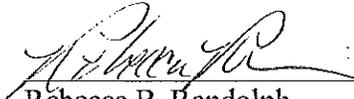
To the County: Director of Public Utilities
P. O. Box 470
Hanover, Virginia 23069

To the Owner: Four West Company
6802 Paragon Place, Suite 300
Richmond, VA 23230-1655

The signatures of the parties are set out below in acknowledgment of this Agreement.

APPROVED AS TO FORM:

HANOVER COUNTY, VIRGINIA


Rebecca B. Randolph
Assistant County Attorney

By: _____ (SEAL)
County Administrator
Deputy County Administrator

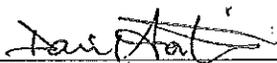
COMMONWEALTH OF VIRGINIA,
COUNTY OF HANOVER, to-wit:

The foregoing instrument was acknowledged before me _____, 20____, by
_____, County Administrator/Deputy County Administrator, on behalf of
Hanover County, Virginia.

My commission expires: _____
Registration Number: _____

Notary Public

APPROVED AS TO SUBSTANCE:

By: 
Title: Utility Agent
Department of Public Utilities

By: H.R. Pollard, IV (SEAL)
Name (printed): H. R. POLLARD, IV, PRESIDENT
(Owner's name; if corporation or partnership:
President, Vice President, or General Partner)

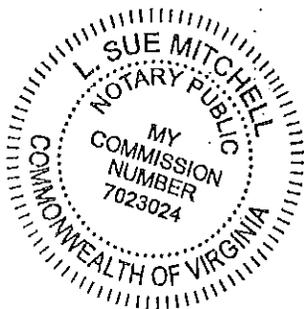
COMMONWEALTH OF VIRGINIA,
COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me March 17, 2014,
by H. R. Pollard, IV [if corporation or partnership, title, on behalf
of name of corporation]. Four West Company

My commission expires: March 31, 2018

Registration Number: 7023024

L. Sue Mitchell
Notary Public



FOUR WEST COMPANY

February 24, 2014

BY EMAIL and U. S. MAIL

Mr. Michael A. Nannery
Hanover County, Dept. of Public Utilities
P. O. Box 470
Hanover, VA 23069-0470

RE: CSW – Pump Station Sewer Leg

Dear Mr. Nannery:

This letter is in response to your request contained in an email dated February 21, 2014 in which you requested a letter stating my understanding of the arrangement between Four West Company and the County regarding the construction of a “leg” of the off-site sewer line located on property owned by the County School Board. The “leg” referred to is that segment extending from the existing County pump station to the first manhole as shown on the construction plans prepared by Lewis and Company for the development of Cool Spring West, Section 1. As an alternate arrangement, Four West is willing to pay the County \$19,862.52 as a fee in lieu of the construction of the “leg” described herein.

I hope this is responsive to your email. If you should need any additional information please advise me.

Sincerely,



H. R. (Harry) Pollard, IV

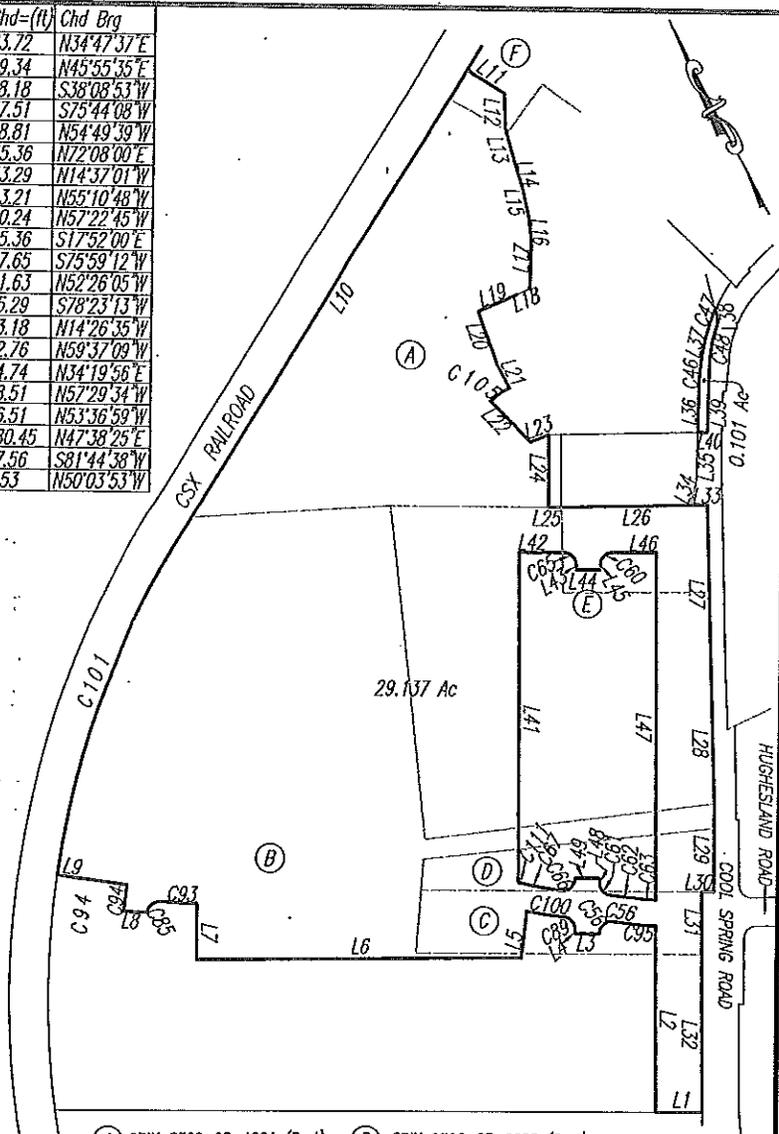
HRPiv/sm

cc: Keith Rich
Eric C. Rowland

No.	Delta	R=(ft)	L=(ft)	T=(ft)	Chd=(ft)	Chd Brg
C46	11°41'33"	410.96	83.86	42.08	83.72	N34°47'37"E
C47	10°34'24"	322.00	59.42	29.80	59.34	N45°55'35"E
C48	18°24'06"	307.00	98.60	49.73	98.18	S38°08'53"W
C55	97°12'15"	25.00	42.41	28.36	37.51	S75°44'08"W
C56	01°40'11"	988.65	28.81	14.41	28.81	N54°49'39"W
C60	90°00'00"	25.00	39.27	25.00	35.36	N72°08'00"E
C61	83°30'03"	25.00	36.43	22.31	33.29	N14°37'01"W
C62	02°22'28"	1042.65	43.21	21.61	43.21	N55°10'48"W
C63	06°46'22"	425.26	50.27	25.16	50.24	N57°22'45"W
C65	90°00'00"	25.00	39.27	25.00	35.36	S17°52'00"E
C66	97°42'24"	25.00	42.63	28.61	37.65	S75°59'12"W
C67	05°27'01"	858.43	81.66	40.88	81.63	N52°26'05"W
C85	89°47'16"	25.00	39.18	24.91	35.29	S78°23'13"W
C89	83°09'10"	25.00	36.28	22.18	33.18	N14°26'35"W
C93	05°48'00"	719.04	72.79	36.43	72.76	N59°37'09"W
C94	01°52'13"	1677.15	54.74	27.37	54.74	N34°19'56"E
C95	06°59'59"	479.26	58.55	29.31	58.51	N57°29'34"W
C100	04°48'21"	912.43	76.53	38.29	76.51	N53°36'59"W
C101	24°44'46"	1821.15	786.55	399.51	780.45	N47°38'25"E
C105	15°48'36"	172.89	47.71	24.01	47.56	S81°44'38"W
C111	00°42'36"	527.00	6.53	3.27	6.53	N50°03'53"W

No.	DIRECTION	DISTANCE
L1	N62°14'32"W	95.65'
L2	N27°08'00"E	382.15'
L3	N62°52'00"W	50.00'
L4	N27°08'00"E	9.66'
L5	S33°50'22"W	96.38'
L6	N62°50'29"W	661.36'
L7	N27°08'50"E	115.00'
L8	N59°43'07"W	50.08'
L9	N54°43'58"W	144.00'
L10	N58°20'22"E	1082.38'
L11	S31°39'38"E	88.44'
L12	S25°34'35"W	71.85'
L13	S12°24'46"W	75.60'
L14	S10°26'53"W	61.03'
L15	S15°22'22"W	56.21'
L16	S20°39'43"W	56.24'
L17	S29°34'26"W	95.92'
L18	N86°28'49"W	29.20'
L19	N86°28'49"W	84.88'
L20	S07°41'23"W	115.45'
L21	S00°21'04"E	54.00'
L22	S16°33'36"E	117.74'
L23	S84°48'30"E	39.59'
L24	S27°14'22"W	149.29'
L25	S62°13'39"E	25.53'
L26	S63°49'28"E	300.51'
L27	S25°53'37"W	361.96'
L28	S25°32'23"W	1254.08'
L29	S27°08'00"W	180.24'
L30	N62°13'17"W	25.01'
L31	S27°07'59"W	130.00'
L32	S27°02'00"W	323.82'
L33	N63°49'28"W	35.00'
L34	N41°18'45"E	48.69'
L35	N28°42'01"E	103.07'
L36	N28°56'50"E	100.00'
L37	N40°38'23"E	15.56'
L38	N14°01'24"E	25.97'
L39	S28°56'50"W	132.30'
L40	S63°49'28"E	20.02'

No.	DIRECTION	DISTANCE
L41	N27°08'00"E	676.16'
L42	S62°52'00"E	90.00'
L43	S27°08'00"W	10.00'
L44	S62°52'00"E	50.00'
L45	N27°08'00"E	10.00'
L46	S62°52'00"E	90.00'
L47	S27°08'00"W	712.80'
L48	N27°08'00"E	9.76'
L49	N62°52'00"W	50.00'



- (A) GPIN 8706-08-4801 (Part)
Four West Company
DB 2928 Pg 3239
- (B) GPIN 7796-97-6402 (Part)
Four West Company
DB 2906 Pg 2775
- (C) GPIN 8706-07-0542 (Part)
Four West Company
DB 2888 Pg 1997
- (D) GPIN 8706-07-0687 (Part)
Four West Company
DB 2906 Pg 2778
- (E) GPIN 8706-07-2799 (Part)
GPIN 8706-08-1030 (Part)
Four West Company
DB 2906 Pg 2772
- (F) GPIN 8706-09-8222 (Part)
Four West Company
DB 2990 Pg 243

PLAT SHOWING 29.238 ACRES ACROSS PART OF
 GPIN'S 8706-08-4801, 7796-97-6402,
 8706-07-0542, 8706-07-0687, 8706-07-2799,
 8706-08-1030, 8706-09-8222 FOR SECTION-1,
 COOL SPRING WEST OWNED BY FOUR
 WEST COMPANY IN THE CHICKAHOMINY DISTRICT
 OF HANOVER COUNTY, VIRGINIA

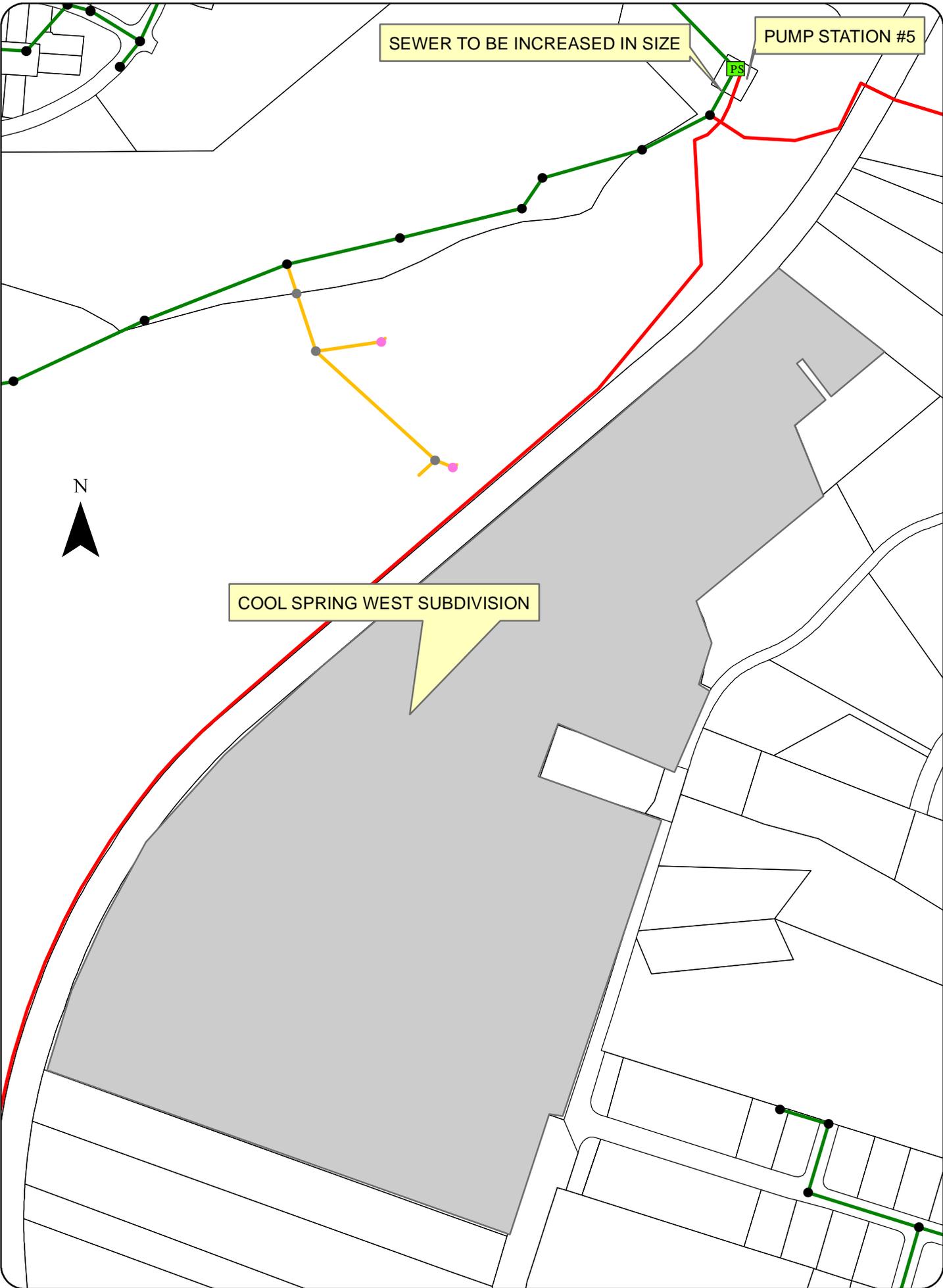
MARCH 12, 2014

SCALE: 1"=300'



E.D. Consulting Engineers · Land Surveyors & Planners
LEWIS & ASSOCIATES PC
 2116 Spencer Road · Richmond, VA 23220

JN21583



SEWER TO BE INCREASED IN SIZE

PUMP STATION #5



COOL SPRING WEST SUBDIVISION