



Date of Council Meeting: August 12, 2014

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: A Resolution authorizing the Mayor to execute an encroachment agreement to allow a 16” sanitary sewer line and 24” non-potable reclaimed/reuse water line (“purple line”) to cross a power line transmission easement owned by Dominion Virginia Power (“DVP”). The 16” sanitary sewer line is a part of the Lower Sycolin Creek Sewage Conveyance System Phase II project to be constructed along Sycolin Creek. The 24” purple line will be constructed by Green Energy Partners/Stonewall LLC and Stonewall, LLC and Stonewall Creek, LLC (“GEP”). Upon completion of construction and acceptance of the line the purple line will be owned and operated by the Town.

Staff Contact: Keith Wilson, Land Acquisition Manager, Capital Projects
Jeanette A. Irby, Town Attorney

Recommendation: The Town Council should pass a resolution authorizing the Mayor to execute an encroachment agreement with DVP which will allow the Town’s Lower Sycolin Creek Sewage Conveyance System Phase II project to cross DVP’s easement and allow GEP to construct (and the Town to own and operate) the purple line which will serve GEP’s Green Energy Power Plant.

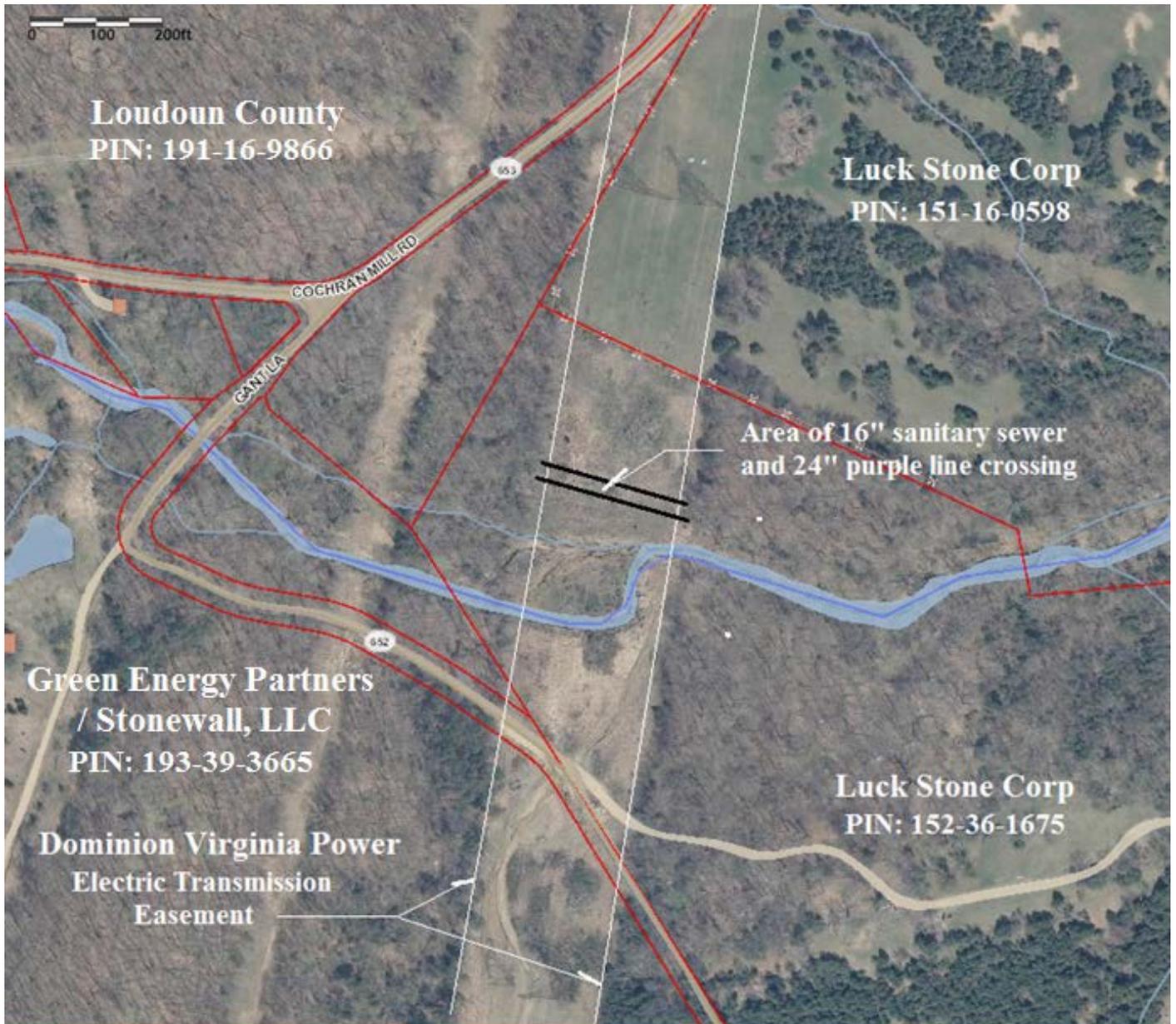
Issue: Whether the Town Council should authorize the Mayor to execute an encroachment agreement with DVP which will allow the Town’s sanitary sewer line and GEP’s purple line (to be owned and operated by the Town) to cross DVP’s easement in an area just north of Sycolin Creek on Luck Stone property between Gant Lane and Cochran Mill Road..

Fiscal Impacts: The processing and impact fee associated with this encroachment agreement is in the amount of \$1,000.00. GEP is to pay \$500.00 of the processing and impact fee for the purple line crossing with the Town paying the remaining \$500.00 of the processing and impact fee for the sanitary sewer line crossing. The Town’s portion of the processing and impact fee is included in the Lower Sycolin Creek Sewage Conveyance System Phase II project budget.

Background: The Town’s Lower Sycolin Creek Sewage Conveyance System Phase II project and GEP’s purple line (to be owned and operated by the Town) will need to cross a DVP electric transmission line. Luck Stone Corporation has conveyed a sanitary sewer easement to the Town for construction and operation of the sanitary sewer and reclaimed (“purple”) waterline crossing their property. DVP requires an encroachment agreement to be executed by the Town to allow the sanitary sewer and reclaimed (“purple”) waterline to cross its easement.

Attachment: Encroachment Agreement
Transmittal Letter with fee schedule
Location map of area of encroachment
Proposed Resolution

Area of sanitary sewer and reclaimed (“purple”) water line crossing
Dominion Virginia Power’s Electric Transmission Easement





Dominion

Electric Transmission Encroachment Invoice

Reference # TE 014048004R

To the Requestor:

In order for this letter of consent for the 16" sewer crossing encroachment and 24" reuse water line crossing the Town of Leesburg has requested to become effective, the requested processing fee must be returned to Dominion Virginia Power no later than **August 31, 2014**.

This invoice replaces the previous invoice, TE014048004, signed 06/02/2014

The total amount due is **\$1,000.00**

Checks should be made payable to ***Dominion Virginia Power***. Please include the reference number listed above on your payment.

Mail your payment **with this invoice** to: *Dominion Virginia Power*
MRP, 19th Floor
Post Office Box 27503
Richmond, VA 23261

Please contact me at 804-775-5288 if you have any questions.

Thank you,


Angelita Gardner-Kittrell

Supervisor, Rights-of-Way Management
Electric Transmission Right-of-Way

07.21.2014
Date

Reference #: TE 014048004R

Consent Agreement for Right of Way Encroachment

VIRGINIA ELECTRIC AND POWER COMPANY (“**Company**”) and The TOWN OF LEESBURG (“**Requestor**”) enter into this Consent Agreement for Right of Way Encroachment (“**Agreement**”) prepared by Company this **5th** day of **August, 2014**.

Company is willing to grant to Requestor, this Agreement to encroach on, over and/or under a part of Company’s easement(s) (“**Easement**” or “**Right of Way**”) identified as:

Loudoun - Dickerson Corridor Parcels 39 COR0275
Electric Transmission Line/Structure #s 558/1861-1862, 201/56-57, 227/187-189

The encroachment (“**Encroachment**”) is described as:

- **Sixteen (16) inch PVC sanitary sewer crossing**
- **Twenty four (24) inch HDPE Water Reuse Line**

The Encroachment as described above is located as follows:

Between Gant Lane and Cochran Mill Road on the north side of Sycolin Creek in Loudoun County, Virginia.

Company, under its Easement(s) identified above, hereby grants Requestor permission to install the Encroachment, described above, subject to the following terms and conditions hereinafter set forth.

1. The minimum distance required by the Occupational Health and Safety Administration (“OSHA”) shall be maintained between electrical conductors and any part of the Encroachment or equipment used in the installation or maintenance of the Encroachment. Sag of conductors varies with changes in operating and ambient temperatures; therefore, required clearances will be based upon maximum sag. The minimum clearance shall be governed by the clearance required for the 500kV and 230 kV line. See Exhibit(s) “A” and “B”. Voltage and conductor arrangement is subject to change. It is Requestor’s responsibility to confirm voltage and location of conductors prior to installation, maintenance or repair of the Encroachment.
2. Company access to its facilities shall not be hampered at any time by the installation, use, maintenance or presence of the Encroachment. Company shall not be liable for damage to the Encroachment resulting from exercise of its Easement rights.
3. Permission for the Encroachment described in Exhibit(s) “C”, “D” and “F” does not include permission for storage on Company Easement of material or equipment related to the Encroachment.

4. No portion of any building, house, garage, porch, deck, shed, trailer, barn, playhouse, above-ground or in-ground swimming pool, dumpster or any other type of structure, temporary or permanent, shall be permitted on the Easement.
5. Requestor shall restore any erosion or settling, within the Easement, related to the installation or maintenance of the Encroachment. Requestor shall comply with all state and local erosion and sedimentation control laws, and shall not adversely affect grade elevations and water drainage patterns.
6. It is the Requestors responsibility to notify Company of any damage to Company facilities by Requestor, its employees, contractors or agents. If any counterpoise (ground wire buried eighteen (18) to twenty-four (24) inches deep) is damaged, cut or severed, notify Cecil Spitler - Manager Field Transmission Lines, immediately so necessary repairs can be made.
Mobile: (540) 661-2616 E-Mail: Cecil.D.Spitler@dom.com
7. To the extent permitted by law, Requestor shall be responsible for all associated costs for the repairs of Company facilities (including but not limited to structures, guys, anchors or counterpoise) damaged by Requestor, its employees, contractors, or agents. Nothing contained in this Paragraph 7 shall be construed as a waiver of Requestor's sovereign immunity; however, Requestor and Company acknowledge that (a) this Agreement is a contract between Requestor and Company, (b) Requestor's responsibility under this Paragraph 7 is an express contractual obligation of Requestor to Company, and (c) that Requestor's obligation is material to Company, and without such contractual obligation of Requestor, Company would not have entered into this agreement.
8. If the Encroachment is determined to be unsafe by the Company at a future date, the unsafe condition shall be corrected or removed at Requestor's expense within forty-five (45) days after written notification from the Company. If not so corrected or removed by Requestor, the unsafe condition may be corrected or removed by the Company at Requestor's expense without liability by the Company for any resulting damage.
9. This Agreement in no way reduces the Company's rights under the Easement(s) identified above. The Company may at any time exercise its Easement rights in a way that conflicts or interferes with the Encroachment described above. Upon notice from the Company, the Requestor will promptly modify, rearrange or remove the Encroachment to enable the Company to exercise its Easement rights without conflict or interference with the Encroachment. Requestor will be responsible for the cost of any such modification, rearrangement or removal. If Requestor fails to so modify, rearrange or remove the Encroachment within forty-five (45) days after notice from the Company to do so, the Company may modify, rearrange or remove the Encroachment without liability for damage resulting therefrom, and Requestor shall promptly reimburse the Company for the cost of such modification, rearrangement or removal.

10. Requestor shall begin physical installation of the Encroachment within one (1) year of the date of execution of this Agreement. If installation does not begin within that period, this Agreement shall become invalid. A new Encroachment application must be submitted before further consideration and will be subject to a processing fee. For the avoidance of doubt, Company's permission for this Encroachment in no way implies or assures that Company will reissue an Agreement for this Encroachment in the future should this Agreement become invalid. **Note that Company has a rebuild scheduled for the 500kV transmission line in 2015-2016. Requestor will coordinate 2015 installation schedules with Company Project Manager, Wade Briggs, at contact info 804-771-3737 or wade.briggs@dom.com.**
11. Requestor shall give at least five (5) days advance notice, except in emergencies, of any activities being performed within the Easement to Gary Dorman, Sr. Right-of-Way Management Representative
Mobile: (571) 203-5085 E-Mail: Gary.Dorman@dom.com
so that the Company, at its discretion, may have an inspector present while the work is in progress.
12. This Agreement provides Requestor only with approval to encroach on Company's electric transmission Easement. For the avoidance of doubt, Company's approval of this Encroachment in no way implies or assures that Company will grant Requestor's future request (if any) that Company quitclaim or subordinate in favor of Requestor any portion of Company's electric transmission Easement.
13. Company shall not be responsible or liable for injuries to persons, including death, or damage to property when such injuries or damages are caused by, result from, or are on account of or growing out of the Agreement hereby granted, and are not due solely to the negligence or willful misconduct of Company, its agents, employees, successors or assigns. Requestor shall require its contractor(s) to indemnify Company against any loss, damage or liability arising from work performed or permitted by Requestor or its contractor(s) on the right-of-way and to have insurance coverage for such indemnification.
14. Fire hydrants, manholes, junction boxes and/or valve boxes are not permitted on Company's Easement.
15. No blasting on Company's Easement is allowed until Requestor has submitted a blasting plan and received written approval of the blasting plan from Company Structural Engineer. Blasting on the Easement is to be avoided if possible but, if unavoidable, a minimum explosive charge and matting must be used to prevent damage to Company facilities. Notice must be given to Company's Right-of-Way Management Representative five (5) days in advance of any blasting. A Company inspector may be required to be on site and will be provided at the cost of Requestor. See Exhibit "E".
16. Requestor shall notify MISS UTILITY (1-800-552-7001) in a timely manner in advance of construction to allow existing nearby underground utility conflicts to be identified.

17. A minimum of thirty-six (36) inches of cover measured from the top of the pipelines to existing ground elevation is to be maintained. The pipeline shall be designed to support traffic crossings by heavy construction and maintenance equipment and shall be capable of withstanding AASHTO designation HS20-44 wheel loadings.
18. Blowdown discharge valves shall be located in accordance with Section 192.179 (C) of the U.S. Department of Transportation's Pipeline Safety regulations.
19. The pipeline crossings as proposed on Exhibit(s) "C", "D" and "F" is approved with no part of the Encroachment located within twenty-five (25) feet of any Company structure, foundation, guy, anchor or any other Company facilities.
20. Unless otherwise specified in this Agreement, the overall drawing prepared by Dewberry entitled "Proposed Town Sanitary" dated 2/26/2014 and received February 2014, and site plan and profile prepared by Dewberry, entitled "Lower Sycolin Sewage Conveyance System", sheet number PP-07, last dated 05/12/2011 and received May 19, 2014, and drawing prepared by Gordon entitled Green Energy Partners, Water Reuse Line, sheet 1 of 1, dated 01/02/2014, last revised 05/22/2014 and received 06/11/2014, shall all be strictly adhered to. See Exhibits "C", "D" and "F" respectively.
21. There shall be no grading, excavation, filling or other construction activities within twenty-five (25) feet of any Company structure, foundation, guy, anchor or any other Company facilities.
22. In all cases, spoil material is prohibited and will not be permitted on Company Easement.
23. A physical ground is required on all metallic facilities including fences and guardrails that are not in direct contact with the earth
24. No debris shall be buried on Company Easement; which shall include but not be limited to stumps, large boulders, concrete, asphalt, trees, storm drainage pipe, hazardous waste, scrap materials or any other waste material.
25. No temporary construction offices, sheds or related structures are to be placed on Company Easement.
26. Trash receptacles or dumpsters shall not be placed on Company Easement.
27. No burning is allowed on Company Easement.
28. Requestor is responsible for acquiring, from the owners of the underlying fee simple or otherwise, any property rights necessary for the Encroachment location. For the avoidance of doubt, Company does not convey, or otherwise transfer to Requestor any Easement right that Company may hold nor does Company make any representation or

Company's authorized representative, will execute and finalize Agreement upon return of Agreement executed by Requestor or its authorized representative. Requestor will be provided a fully executed copy of Agreement for their records.

In consideration of this Agreement granted by Company for the above-described Encroachment, Requestor hereby agree(s) to the terms and conditions stated in the foregoing Agreement.

Company and Requestor hereby cause this Agreement to be executed by their duly authorized representative.

VIRGINIA ELECTRIC AND POWER COMPANY

By:

Angelita Gardner-Kittrell
Supervisor, Right of Way Management & Permitting
Electric Transmission
Authorized Representative

Date

THE TOWN OF LEESBURG

By:

Kristen C. Umstattd
Mayor of Leesburg
Authorized Representative

Date

PRESENTED August 12, 2014

RESOLUTION NO. 2014-

ADOPTED _____

A RESOLUTION: AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE TOWN OF LEESBURG AND DOMINION VIRGINIA POWER (“DVP”) TO ALLOW A SANITARY SEWER AND RECLAIMED WATER LINE TO CROSS DVP’S EASEMENT

WHEREAS, the Town of Leesburg’s (“Town”) Lower Sycolin Creek Sewage Conveyance System Phase II and Green Energy Partners/Stonewall LLC and Stonewall, LLC and Stonewall Creek, LLC (GEP”) projects will need to cross a Dominion Virginia Power (“DVP”) electric transmission easement; and

WHEREAS, the Town’s Lower Sycolin Creek Sewage Conveyance System Phase II project is for the construction and operation of a sanitary sewer line along the north side of Sycolin Creek; and

WHEREAS, the GEP project is for the construction of a reclaimed water line, which line is also known as the “purple line”, to serve the GEP Clean Energy Power Plant; and

WHEREAS, once constructed by GEP, the reclaimed water line (“purple line”) will be owned, operated and maintained by the Town, and

WHEREAS, a portion of the sanitary sewer and reclaimed water line (“purple line”) will cross the property of the Luck Stone Corporation, and

WHEREAS, DVP owns an easement over and across a portion of the Luck Stone Corporation property, and

WHEREAS, The Luck Stone Corporation has conveyed by Deed of Easement a sanitary sewer easement to the Town for the construction and operation of the sanitary sewer and reclaimed water line (“purple line”) on their property, and

A RESOLUTION: AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE TOWN OF LEESBURG AND DOMINION VIRGINIA POWER (“DVP”) TO ALLOW A SANITARY SEWER AND RECLAIMED WATER LINE TO CROSS DVP’S EASEMENT

WHEREAS, DVP requires an encroachment agreement to allow the sanitary sewer and reclaimed water line (“purple line”) to cross its easement, and

WHEREAS, the Town Attorney has reviewed the encroachment agreement,

WHEREAS, construction of the sanitary sewer and reclaimed (“purple”) water lines will benefit the residents of Leesburg.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia that the Mayor is authorized to execute the encroachment agreement with DVP for the sanitary sewer and reclaimed water line so long as the Town Attorney approves the agreement.

PASSED the ____ day of August, 2014.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council