



# TOWN OF HAYMARKET TOWN COUNCIL

## SPECIAL MEETING ~ AGENDA ~

David Leake, Mayor  
<http://www.townofhaymarket.org/>

15000 Washington St  
Haymarket, VA 20169

---

Tuesday, July 14, 2015

7:00 PM

Council Chambers

---

### **1. Call to Order**

### **2. Agenda Items**

- A. Lease of Public Lands to Operate Electric Power Transmission and Distribution Lines.
- B. Appropriations - Capital Expenditures
- C. Dominion VA Power 230 KV Transmission Lines & Substation

### **3. Adjournment**



and Distribution Lines.

TO: Town of Haymarket Town Council  
SUBJECT: Lease of Public Lands to Operate Electric Power Transmission  
DATE: 07/14/15

---

Bid Opening and Award for the Lease of Public Lands to Operate Electric Power Transmission and Distribution Lines.

The next item on the agenda is the receipt of bids for the Lease of Public Lands to Operate Electric Power Transmission and Distribution Lines. The Town has duly advertised this franchise, as required by law for all franchises with a duration of more than five years. The Town has received one sealed bid, from Dominion Virginia Power. Before I open that bid, I'll ask that anyone wishing to submit a bid for this franchise bring it forward at this time.

There being no more bids, I will now open the bids received and mark them for identification, as required by state law.

**ATTACHMENTS:**

- Town of Haymarket easement (PDF)



### Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

TOWN OF HAYMARKET, VIRGINIA, a municipal corporation

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

#### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend variable (as shown on the attached plats) feet in width across the lands of GRANTOR.

Initials: \_\_\_\_\_

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, 3072 Centreville Rd, Herndon, VA 20171 .

(Page 1 of 5 Pages)  
DVPIDNo(s). 40-15-0038  
Tax Map No. GPIN#'s 7397-09-6833, 7298-80-8614, 7298-90-0216, 7298-80-9407 & 7298-90-0102

### Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Town of Haymarket, Prince William County, Virginia, as more fully described on Plat(s) Numbered 40-15-0038 , attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: \_\_\_\_\_

(Page 2 of 5 Pages)  
DVPIDNo(s). 40-15-0038

## Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

**Initials:** \_\_\_\_\_

(Page 3 of 5 Pages)  
DVPIDNo(s). 40-15-0038

### Right of Way Agreement

11. **GRANTOR** covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, right and privileges; and the **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of the **GRANTOR** warrants that he or she has been duly authorized to execute this easement on behalf of the Town of Haymarket, Virginia.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through the exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF, GRANTOR** has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

**TOWN OF HAYMARKET, VIRGINIA**  
a municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
City/County of \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_, who is the \_\_\_\_\_ on behalf of the  
(Name of Person Signing) (Title of Person Signing)  
Town of Haymarket, Virginia.

\_\_\_\_\_  
Notary Public (Name)

\_\_\_\_\_  
Notary Public (Signature)

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

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



## Right of Way Agreement

### EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned **GRANTOR**(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The following terms and conditions are incorporated therein:

1. Paragraph 1, Line 3 of the Right of Way is hereby amended to strike the word perpetual from the easement document. In place thereof, the following is hereby incorporated into the terms, provisions and conditions of the Right of Way Agreement:

This Right of Way Agreement shall terminate 40 years after the date of execution.

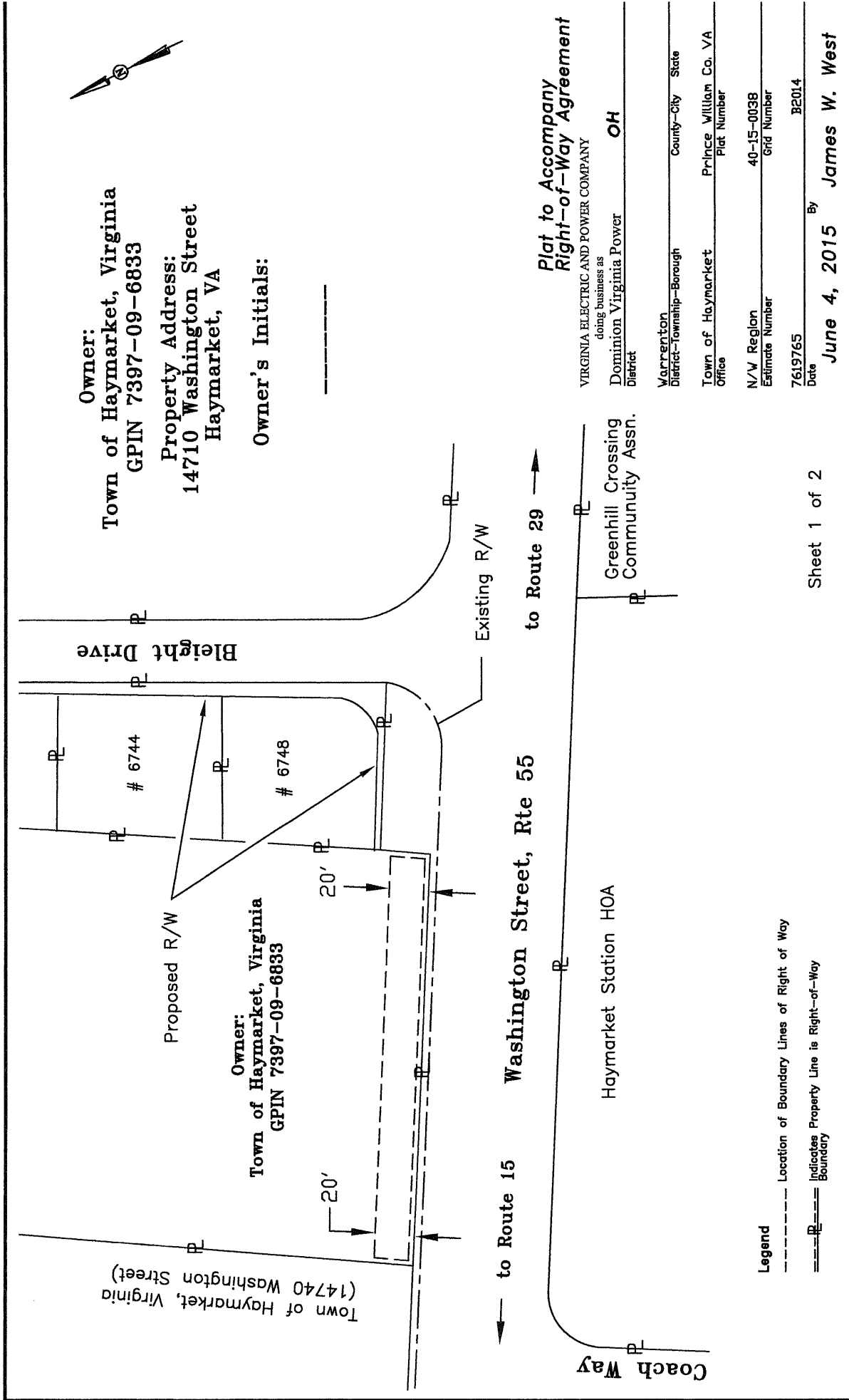
2. This Right of Way shall be held subject to the terms and conditions set forth in Plat Notes 1 and 2, found on Plat Sheet 2 of 2, as incorporated by reference in this Exhibit A.

**TOWN OF HAYMARKET, VIRGINIA,**  
a municipal corporation

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

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

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



**Plat to Accompany  
Right-of-Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY  
doing business as  
Dominion Virginia Power District

Warrenton District-Township-Borough     County-City     State  
OH

Town of Haymarket Office     Prince William Co. VA     Plat Number

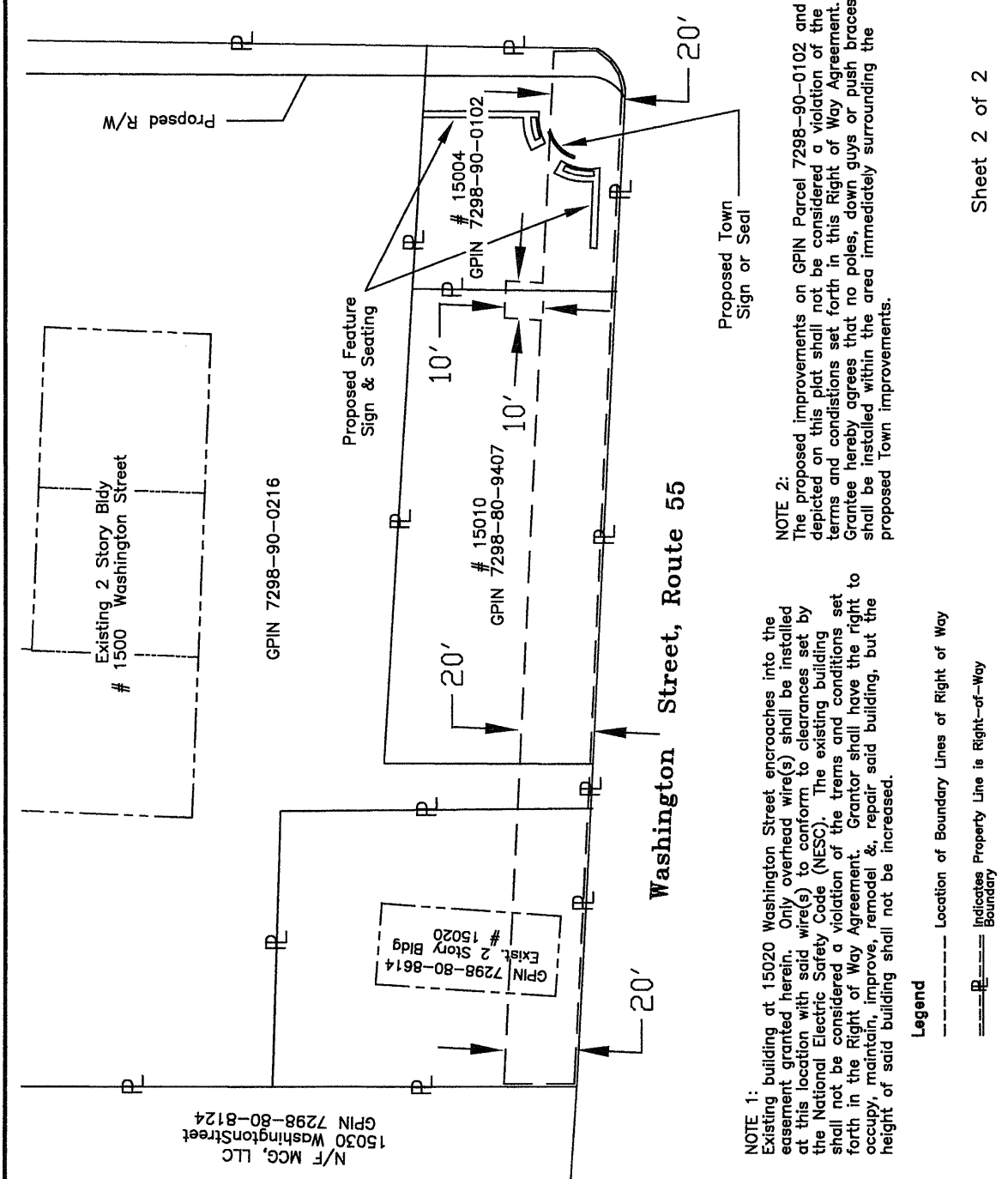
N/W Region Estimate Number     40-15-0038     Grid Number

7619765     32014     Date

Sheet 1 of 2

By **James W. West**  
Date **June 4, 2015**





**Owner:**  
 Town of Haymarket, Virginia  
 GPIN Numbers:  
 7298-80-8614, 7298-80-9407,  
 7298-90-0102 & 7298-90-0216

**Owner's Initials:** \_\_\_\_\_

**Plat to Accompany  
 Right-of-Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY  
 doing business as  
 Dominion Virginia Power  
 District **OH**

Warrenton  
 District-Township-Borough  
 County-City State  
 Town of Haymarket  
 Prince William Co. VA  
 Office  
 Plat Number  
 N/V Region  
 Estimate Number  
 40-15-0038  
 7619765  
 Grid Number  
 B2015

Date **June 2, 2015**  
 By **James W. West**

**NOTE 1:**  
 Existing building at 15020 Washington Street encroaches into the easement granted herein. Only overhead wire(s) shall be installed at this location with said wire(s) to conform to clearances set by the National Electric Safety Code (NESC). The existing building shall not be considered a violation of the terms and conditions set forth in the Right of Way Agreement. Grantor shall have the right to occupy, maintain, improve, remodel & repair said building, but the height of said building shall not be increased.

**NOTE 2:**  
 The proposed improvements on GPIN Parcel 7298-90-0102 and depicted on this plat shall not be considered a violation of the terms and conditions set forth in this Right of Way Agreement. Grantee hereby agrees that no poles, down guys or push braces shall be installed within the area immediately surrounding the proposed Town improvements.

**Legend**

- Location of Boundary Lines of Right of Way
- P--- Indicates Property Line is Right-of-Way Boundary
- Boundary



TO: Town of Haymarket Town Council  
 SUBJECT: Appropriations - Capital Expenditures  
 DATE: 07/14/15

The following appropriations are capital expenditures that have been budgeted for in the 2015-2016 Fiscal Budget.

**Town Center Master Plan:** Appropriation will be designated to cover expenses associated with the demolition and design and engineering for the Town Center Project. Once Design and Engineering is completed, we will have a detailed estimate on the total construction cost of the project.

**Harrover Property Master Plan- Design:** Appropriation will be designated to complete the Harrover Master Plan and begin initial design phase and potential initiate construction.

**Pedestrian Improvement Project- Design:** Appropriation covers the remainder of the design phase of the Jefferson Street Pedestrian improvements and potentially initiates the construction.

**Washington Street Enhancement Project:** Appropriation will be designated to make crosswalk repairs and improvements through the Washington Street corridor. These funds could also be utilized for beautification and enhancement.

**Public Safety: Police Department- Capital Outlay/ Machinery and Equipment:** Appropriation covers the cost of ordering the new patrol car for the department, along with complete outfitting of the vehicle.

It is requested that the Town Council appropriate the following Capital expenditures from the Fiscal Year 2016 Adopted Budget:

CAPITAL FUND EXPENDITURES	AMOUNT
Town Center Master Plan	100,000
Harrover Property Master Plan - Design	75,000
Pedestrian Improvement Project - Design	100,000
Washington Street Enhancement Project (Maintenance)	50,000
Public Safety: Police Dept: Capital Outlay/Machinery & Equipment	38,000

Draft Motion for Approval:

I move to appropriate and authorize the expenditures of the above line items from the Fiscal Year 2016 Budget, Second.

Draft

Motion

to

Deny:

I move to deny....



TO: Town of Haymarket Town Council  
SUBJECT: Dominion VA Power  
DATE: 07/14/15

---

**ATTACHMENTS:**

- RES 2015-008 DVP Hybrid route support (PDF)

RESOLUTION #2015-008

A RESOLUTION IN OPPOSITION TO THE PROPOSED OVERHEAD ROUTES FOR THE DOMINION VIRGINIA POWER GAINESVILLE-HAYMARKET TRANSMISSION LINE AND IN SUPPORT OF A PARTIALLY UNDERGROUND "HYBRID" ROUTE FOR DOMINION VIRGINIA POWER'S GAINESVILLE-HAYMARKET TRANSMISSION LINE

WHEREAS, Dominion Virginia Power is in the process of developing the route alternatives for a new 230 kilovolt (kV) double circuit transmission line, extending approximately six miles from Gainesville to a new substation west of the Town of Haymarket; and

WHEREAS, Dominion Virginia Power is designing the transmission line to address forecast increases in energy demand that exceed the capabilities of the current distribution system; and

WHEREAS, Dominion Virginia Power is exploring various route options within the study area and, after receiving public input, plans to submit an application with the State Corporation Commission, along with alternatives that have been considered; and

WHEREAS, Several alternatives proposed by Dominion Virginia Power follow the railroad right-of-way for a portion between Lee Highway (Route 29) and James Madison Highway (Route 15) ("the Railroad Routes"); and

WHEREAS, The Railroad Routes will adversely impact residents and businesses to the north and south of those alignments; and

WHEREAS, The Railroad Routes will have an adverse environmental impact on the corridor; and

WHEREAS, Dominion Virginia Power had proposed overhead routes for the transmission lines following either the southern or northern right-of-way of Interstate Route 66 ("the Overhead Route 66 Routes"); and

WHEREAS, The Overhead Route 66 Routes will adversely impact residents and businesses to the north and south of those alignments; and

WHEREAS, the Town of Haymarket has reviewed and considered all of the proposed routes; and

WHEREAS, the Town of Haymarket has determined that an underground route using the existing right-of-way along the northern boundary of Interstate Route 66 would have the least adverse environmental, economic and aesthetic impact; and

WHEREAS, the State Corporation Commission is vested with the power to approve said transmission lines after considering all relevant factors;

NOW, THEREFORE, BE IT RESOLVED that the Town of Haymarket opposes all overhead routes currently proposed by Dominion Virginia Power and recommends that the State Corporation Commission authorize only the partially underground "hybrid" route using the existing right-of-way along the northern boundary of Interstate Route 66.

Done this 14<sup>th</sup> day of July 2015.

ATTEST:



BY: TOWN OF HAYMARKET

\_\_\_\_\_  
Jennifer Preli, Clerk

\_\_\_\_\_  
David Leake, Mayor

Voting Aye:  
Voting Nay:  
Abstaining:  
Absent:

Attachment: RES 2015-008 DVP Hybrid route support (2450 : Dominion VA Power)