

INTRODUCED: February 5, 2018

AN ORDINANCE No. 2018-026

As Amended

To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of certain easements upon, over, under, and across certain property located at 3801 Douglasdale Road for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances in accordance with a certain Right of Way Agreement.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 26 2018 AT 5 P.M.

WHEREAS, following the introduction of this ordinance, the City Clerk has caused to be advertised, once a week for two successive weeks in a newspaper of general circulation published in the city of Richmond, a descriptive notice of the Right of Way Agreement attached to this ordinance, which notice:

1. included a statement that a copy of the full text of the ordinance is on file in the office of the City Clerk;
2. invited bids for the easements offered to be granted in and by this ordinance, which bids were to be:

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 12 2018 REJECTED: _____ STRICKEN: _____

- a. delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on [~~February 26~~] March 12, 2018, at 6:00 p.m., in open session;
 - b. presented by the presiding officer to the Council; and
 - c. then dealt with and acted upon in the mode prescribed by law;
3. required that all bids for the easements hereby offered to be granted shall be submitted in writing as required by law; and
 4. reserved the Council's right to reject any and all bids; and

WHEREAS, the deadline for the receipt of bids has passed, all bids have been received, and the Council is prepared to act in accordance with sections 15.2-2102 or 15.2-2103, or both, of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That there shall be granted in the manner prescribed Article VII, Section 9 of the Constitution of Virginia and Title 15.2, Chapter 21, Article 1, §§ 15.2-2100—15.2-2108.1:1 of the Code of Virginia (1950), as amended, certain easements upon, over, under, and across certain property located at 3801 Douglasdale Road for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances on that property as described and under the conditions set forth in the Right of Way Agreement, a copy of which is attached to and incorporated into this ordinance, to the following grantee:

Dominion Energy Virginia.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Right of Way Agreement between the City of Richmond as grantor and the grantee identified in section 1 of this ordinance to grant certain

easements upon, over, under, and across certain real property located at 3801 Douglasdale Road for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances by such grantee, provided that:

(a) The Right of Way Agreement has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;

(b) The grantee identified in section 1 of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$50.00 and conditioned upon the construction, operation and maintenance of electrical power transmission and distribution lines and associated appurtenances as provided for in the granted easements, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and

(c) The grantee identified in section 1 of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, as required by section 15.2-2101 of the Code of Virginia (1950), as amended.

§ 3. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-7388
DEC 27 2017
Office of the Chief Administrative Officer

O&R REQUEST

DATE: December 19, 2017 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney (By Request)

Handwritten signature and date 1/17/18

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

Handwritten initials SC

RECEIVED stamp

THROUGH: Robert Steidel, Deputy Chief Administrative Officer

Handwritten signature

JAN 18 2018 stamp

THROUGH: Bobby Vincent, Director Department of Public Works

Handwritten signature

OFFICE OF CITY ATTORNEY stamp

THROUGH: M.S. Khara, P.E., City Engineer Department of Public Works

Handwritten signature for M. Khara

FROM: Brian Copple, Right of Way Manager Department of Public Works

Handwritten signature

RE: Right of Way Agreement with Dominion Energy to cross City owned property at 3801 Douglasdale Road to install power for a CSX railroad signal

ORD. OR RES No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO), for and on behalf of the City of Richmond, to execute a forty (40) year Right of Way Agreement between the City of Richmond and Dominion Energy to allow Dominion access to certain property located at 3801 Douglasdale Road for the purpose electrical power line construction and installation.

REASON: Dominion Energy wishes to enter into a Right of Way Agreement in order to cross City property to install and provide commercial power to a CSX railroad signal.

RECOMMENDATIONS: The Department of Public Works supports this proposed execution of a Right of Way Agreement between the City and Dominion Energy. As a condition of approval, DPW is requiring Dominion to provide an as-built drawing and plat upon completion of the construction/installation of electrical lines. The plat must be prepared using NAD83 coordinates and shall define the exact location of the installed electrical conduits/lines.

BACKGROUND:

The Federal government has mandated that CSX and all railroad operators install Positive Train Control (PTC) on all of the operator's tracks. PTC is a system that improves communications between signals and trains to help prevent collisions. PTC requires more power than CSX's existing signal system, which is why the new Dominion power cable is necessary. Dominion Energy will be the owners of the easement between their existing equipment and the CSX right-of-way. This will allow Dominion the ability to access their infrastructure for repair and/or maintenance.

FISCAL IMPACT/COST: None anticipated.

FISCAL IMPLICATIONS: None anticipated.

BUDGET AMENDMENT NECESSARY: No amendment necessary at this time.

REVENUE TO CITY: None anticipated

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: January 22, 2018

CITY COUNCIL PUBLIC HEARING DATE: February 12, 2018

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: None

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Public Works; Law Department; Planning and Development Review; Public Utilities; Assessor; Fire Department; Police Department; Mayor's Office; CAO's Office; Finance

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS:

Dominion Energy Plat dated 6/15/17

CSX Location Map dated 1/9/17

Right of Way Agreement

STAFF:

Prepared for Bobby Vincent, Director DPW

Prepared by Brian Copple, RW Manager DPW

Department of Public Works

646-0435

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, (the "Agreement") is made and entered into as of this ____ day of _____, 20____, by and between:

CITY OF RICHMOND

("GRANTOR") and _____ a Virginia public service corporation, doing business in Virginia as ("GRANTEE") _____, with its principal office in Richmond, Virginia

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, a non-exclusive right, privilege and 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 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:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables, including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of the said easement shall extend FIFTEEN (15) feet in width across the lands of GRANTOR; and

Initials: _____

This Document Prepared by _____

Right of Way Agreement

2. The easement granted herein shall extend across the lands of the GRANTOR situated in the CITY OF RICHMOND, Virginia, as more fully described on Plat(s) Numbered 06-17-0083, dated 6/15/2017, 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 the said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of the 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. Subject to the limitations of City of Richmond Ordinance No. 93-340-281 (the "Ordinance") 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 the right to trim, top, relop, 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 the GRANTEE shall be removed and property disposed of by GRANTEE.

5. For the purposes 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 the 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 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, unless GRANTEE is otherwise aware of such damage, in which case GRANTEE shall so inform GRANTOR and, upon GRANTOR's request, shall repair the damage in accordance with the terms of the Ordinance.

Initials: _____

Right of Way Agreement

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. Subject to the GRANTOR's rights set forth in the Ordinance, GRANTOR shall not 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 the 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, and in accordance with the terms of the Ordinance, relocate its 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, subject to all necessary approvals, the appropriation of funds by Richmond City Council (the "Council"), and the Ordinance and other applicable law, 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 easement 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 the terms and conditions contained herein 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 shall mean the plural and the plural the singular.

Initials: _____

Right of Way Agreement

11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has had the right to convey this easement and the rights and privileges granted hereunder, and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR.

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 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 not 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.

APPROVED AS TO FORM:

CITY OF RICHMOND

[Handwritten Signature]

By: _____

(Name)

Asst. City Attorney

Title: _____

(Title)

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid _____ on behalf of _____

(Name of officer or agent)

(Title of officer or agent)

the City of Richmond, Virginia, whose name is signed to the foregoing writing dated this _____ day of _____, 20____, and acknowledged the same before me.

Given under my hand _____, 20____.

(Notary Public)

Notary Name (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

Right of Way Agreement

EXHIBIT "A"

THIS RIGHT OF WAY AGREEMENT dated _____, 20____, by and between the
CITY OF RICHMOND

("GRANTOR"), and _____, a Virginia public
Service corporation doing business in Virginia as

_____ ("GRANTEE"), is hereby

amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.

2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then, subject to the appropriation of funds by Richmond City Council, GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities. Subject to all necessary approvals and applicable law, GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.

3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's wires and facilities are located by the Right of Way Agreement, GRANTOR, subject to all necessary approvals, applicable law, and the appropriation of funds by Richmond City Council, will provide GRANTEE with a suitable easement for GRANTEE's wires and facilities and, if necessary, pay the cost of relocating GRANTEE's wires and facilities to such easement.

Witness the following signatures and seals:

GRANTOR:
CITY OF RICHMOND

By: _____

Its: _____

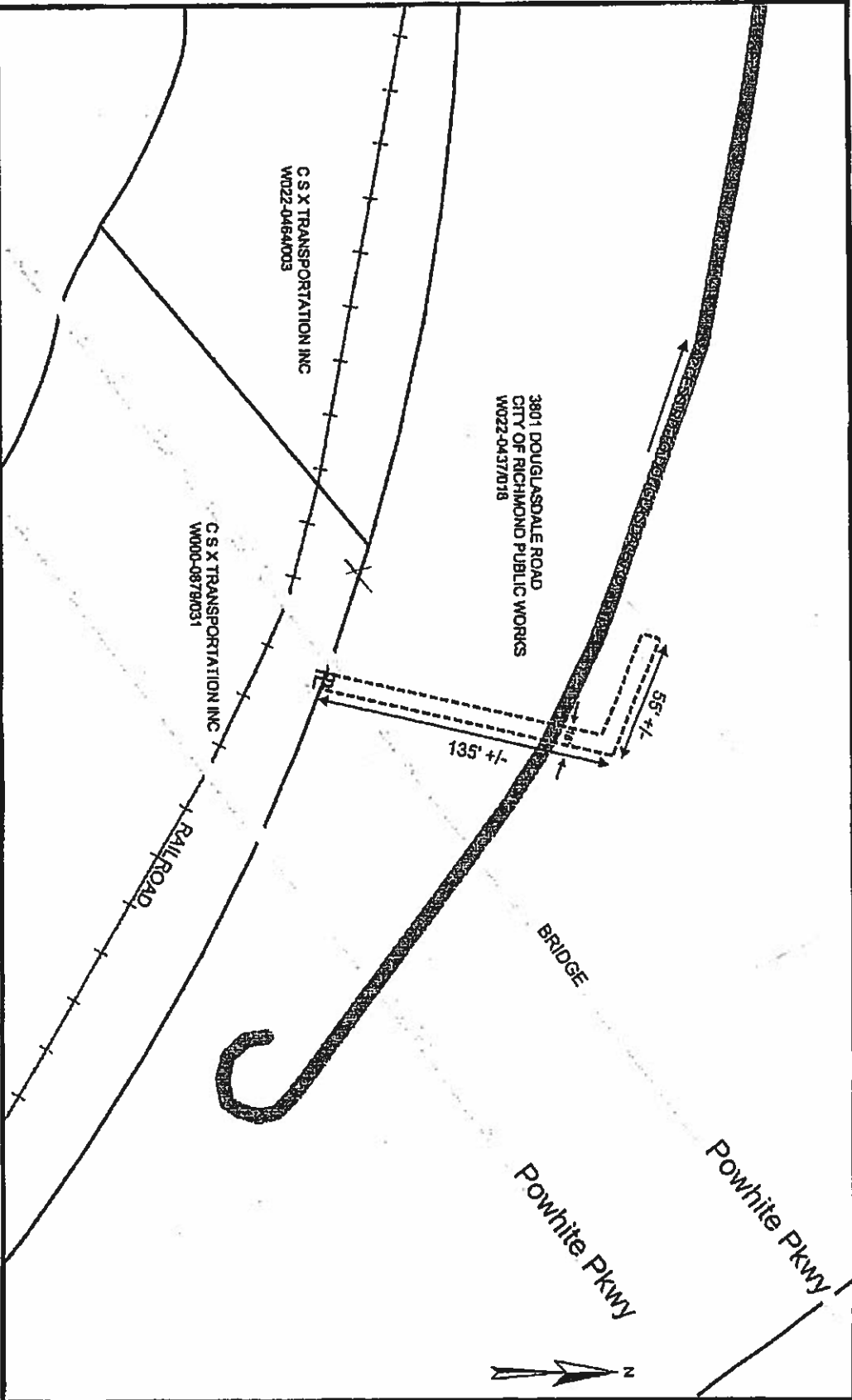
Commonwealth of Virginia,

City/County of _____, ss:

The foregoing was executed and acknowledged before me this ____ day of _____, 20____, by _____, on behalf of the City of Richmond.

Notary Public

My commission expires: _____
Registration No.: _____



LEGEND
 - - - Location of Boundary Lines of Right-of-Way 15' in Width.
 - - - Indicates Property Line is Right-of-Way Boundary 15' in Width.

District	CENTRAL	Scale	NTS
District/Territorial-Borough	CITY OF RICHMOND	County - City	RICHMOND
Office	EAST RICHMOND	Plan Number	06-17-0083
Work Request Number	10101118	Grid Number	H0001

**PLAT TO ACCOMPANY
 RIGHT-OF-WAY AGREEMENT
 VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Energy**

DATE: 6/15/17

BY: TAYLOR CAMPITELL

OWNER INITIALS: _____

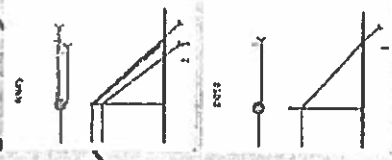
Construction Notes:
 Set 45' C3 three phase pole in line with new 25KVA TX.
 Hang two spans of 1/0 (200") to pole NN45 across canal. Hang 1/0 svc drop to CSX private metered pole.
 Deadend guy secondary at DO58 and re-guy pole NN45.

WL 3
 H0001 NN45
 45' Class 3 - JU
 INSTALL:
 STDE (4")
 SVC10T (15)
 M240100
 G1716A (2)
 G716A
 GGM
 GG
 ANC14PIHS
 GDMOLD
 STENCIL
 KGNDTESTR
 SCRAP:
 G1516
 G516
 GG
 #GRDS: _____
 OHMS: _____

WL 2
 H0001 KC55
 45' Class 3 - JU
 INSTALL:
 ST (4")
 TIE10SPOOL

WL 1
 H0001 DO58
 45' Class 3 - JU
 INSTALL:
 P453
 XWB
 FR3
 TIE10PIN (3)
 T1925TF
 S1
 TIE10SPOOL
 STDE (100")
 ST10ALDEDE (200)
 G516
 ANC8PIHS
 GG
 GROD4CUOH (15)
 GRODCUOHF
 STENCIL
 #GRDS: _____
 OHMS: _____

Use existing anchor for neutral end secondary guy.



Level	30"	45"	60"	75"	90"
Level 1					
Pr. 1					
Pr. 2					
Pr. 3					
Mea.					
Sec. 1					
Sec. 2					

Initial Sagging Tension (lbs)					
Level	30"	45"	60"	75"	90"
Level 1					
Pr. 1					
Pr. 2					
Pr. 3					
Mea.					
Sec. 1	1250	1250	1000	300	300
Sec. 2					

Initial Sagging Tension (lbs)					
Level	30"	45"	60"	75"	90"
Level 1					
Pr. 1					
Pr. 2					
Pr. 3					
Mea.					
Sec. 1	14	15	12	19	22
Sec. 2					

Initial Sagging Tension (lbs)					
Level	30"	45"	60"	75"	90"
Level 1					
Pr. 1					
Pr. 2					
Pr. 3					
Mea.					
Sec. 1	1250	1250	1000	300	300
Sec. 2					

Volts 120/240	Amps 100	Phase A	ADC Map # 314J4	Co. Grid # H0001	Scale 1 inch = 66 feet
Voltage Drop .82%	Flicker N/A		Circuit # 310	Substation Acca	
Fault Current 2105A	Est. Demand 5KVA		Tax District 42500	Miss U # N/A	
Easement # N/A	TRS # 01310 F20		WR Name CSX RAILROAD		
POC STEPHEN T CAMPITELL	Phone # 804-658-8968		COMMERCIAL NEW OVERHEAD		
Designer STEP489	Phone #				
Work Request # 10101118	Date 1/9/2017		Location 3801 DOUGLASDALE RD RICHMOND VA		

