

**ATLANTIC COAST PIPELINE, LLC
ATLANTIC COAST PIPELINE**

and

**DOMINION TRANSMISSION, INC.
SUPPLY HEADER PROJECT**

**Supplemental Filing
March 24, 2017**

APPENDIX K

Correspondence for the Supply Header Project

APPENDIX K

Supplemental Summary of Agency Correspondence for the Supply Header Project

Agency/Contact Name(s)	Date of Correspondence	Format	Description
STATE/COMMONWEALTH AGENCIES			
WEST VIRGINIA AGENCIES			
West Virginia Division of Natural Resources			
Paul Elliot	1/20/17	Meeting	Discussion of North Bend Rail Trail crossing.
Joe Scarberry	1/27/17	Letter	Agreement for North Bend Rail Trail crossing.

State/Commonwealth Agencies

West Virginia Agencies

West Virginia Division of Natural Resources

ATLANTIC COAST PIPELINE

PROJECT MEETING MINUTES



MEETING WITH (COMPANY/AGENCY):

Paul Elliot – WV Division of Natural Resources

DATE:

January 20, 2017

LOCATION:

North Bend Rail Trail Crossing, near
Salem, WV

ATTENDEES AND THEIR AFFILIATION:

Paul Elliot, WVDNR
Justin Ammons, DTI
Bob Orndorff, DTI

PREPARED BY:

Justin Ammons

MEETING MINUTES:

Discussion

Justin Ammons met with Paul Elliot (North Bend Rail Trail Superintendent) to discuss crossing the North Bend Rail Trail:

- Paul stated that DTI would need to mat trail or in some way to keep the trail open.
- Paul stated there was a 10" Antero line in ditch (uphill side of trail) beside trail, they will be replacing the line and it will have to be 4' below lowest point of trail, ditch to be 1.5' deep.
- WV State Rail Authority is the owner of the rail trail, but the WVDNR has an agreement to manage it and is responsible for all negotiations
- Joe Scarbury is the one who will write up the lease and it will be for 10 years most likely. There will be an annual licensing fee that Dominion will pay.
- I informed Paul we would not use the trail as an access road.
- Paul asked for an email with a google image of the crossing, the size of the line, the width of the ROW, the depth of the line and the timeframe for construction.

cc: Project Files



DIVISION OF NATURAL RESOURCES
324 Fourth Avenue, Room 200
South Charleston WV 25303-1228
TDD (304) 558-1439
TDD 1-800-354-6087
Fax (304) 558-6048
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Jim Justice
Governor

Robert A. Fala
Director

January 27, 2017

Mr. Justin Ammons, P.E.
Dominion Transmission, Inc.
925 White Oaks Blvd.
Bridgeport, WV 26330

Re: North Bend Rail Trail
License Agreement
P-17-IV/43-335

Dear Mr. Ammons:

Please find enclosed the original and one (1) copy of a License Agreement by and between this Division and Dominion Transmission, Inc. This Agreement grants Dominion Transmission permission to construct, operate, maintain, replace, repair and remove a thirty-inch (30") underground gas pipeline across the above referenced area.

Please have all copies of the agreements signed on page (2), have the person executing the agreement signature attested to the left, place Dominion Transmission seal below the signature, have the notary acknowledgement completed and the notary seal affixed, prior to returning both copies to this office for further processing. Once signed and approved by all parties, a fully executed copy will be forwarded to you for your files.

Your check in the amount of \$500.00 is now due and payable to the Division of Natural Resources covering the full license granted herein.

Should you have any questions in this matter, please contact this office at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe T. Scarberry", is written over a blue line.

Joe T. Scarberry, Supervisor
Office of Land and Streams

JTS:ar
Enclosures

LICENSE AGREEMENT

P-17-IV/43-335

THIS LICENSE AGREEMENT made and entered this 26th day of January, 2017, by and between the **STATE OF WEST VIRGINIA, DEPARTMENT OF COMMERCE, DIVISION OF NATURAL RESOURCES**, (hereinafter referred to as Division) and **DOMINION TRANSMISSION, INC.**, a Corporation, (hereinafter referred to as Company).

W I T N E S S E T H:

WHEREAS, by a certain lease agreement dated May 10, 1991, by and between the West Virginia Railroad Maintenance Authority and the Bureau of Commerce, Division of Natural Resources, Public Land Corporation, the Division is the lessee of certain property known as the North Bend Rail Trail located in Doddridge, Harrison, Ritchie and Wood Counties of West Virginia, as shown on the map marked as Exhibit A attached hereto and made a part hereof, which is managed and operated by the Parks Section of the Division of Natural Resources; and

WHEREAS, the Company desires permission to construct, operate, maintain, repair, replace and remove a thirty-inch (30") underground gas pipeline. Said gas pipeline right-of-way is as shown located and highlighted in red on the aforesaid map.

WHEREAS, the Division is willing to grant the Company permission to construct, operate, maintain, repair, replace and remove a thirty-inch (30") underground gas pipeline across the North Bend Rail Trail, and under certain terms and conditions.

NOW, THEREFORE, and in consideration of the sum of **ONE DOLLAR (\$1.00)**, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Division does hereby extend unto the Company permission to construct, operate, maintain, repair, replace and remove a thirty-inch (30") underground gas pipeline, and to utilize a right-of-way fifty (50') feet in width, twenty-five feet (25') on each side of said center line, and a temporary construction right-of-way one hundred (100') in width, fifty (50') each side of center during construction, all as shown and located highlighted in red on the aforesaid map attached hereto as Exhibit A, and the parties hereto covenant and agree as follows:

1) Term. To have and to hold for the term of **TEN (10) YEARS** from the date hereof. At the end of said term, the Company will have the option to renew or extend this Agreement based upon the terms and conditions as set by the Division.

2) Termination. Either party hereto may terminate this Agreement at any time by giving a sixty (60) days notice in writing to the other party.

3) The Company must reclaim all disturbed areas to the satisfaction of the Trail Superintendent of the Parks Section.

4) The Company shall not cut, remove or damage any trees, shrubs, etc, located on boundary lines which have been marked or used in surveys of said lines without obtaining the prior written consent of the Division and without providing substitute boundary markers.

5) The Company agrees that said premises shall be used only for gas pipeline right-of-way.

6) No use, however extended, of said gas pipeline right-of-way shall be taken as creating or vesting in the Company any ownership in said property.

7) The Company shall not place any signs or fencing on the aforesaid property.

8) The Company shall save harmless and indemnify the Division for any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or any way connected with, the construction, maintenance, location, operation, condition or use of the facilities under this License, or any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the negligence of the Division or any agency, agent, servant or employee of the Division.

9) The Company shall not assert any claim against the Division or any agency, agent, servant or employee of the Division for any damage sustained by said gas pipeline right-of-way occasioned by any act or omission of the Division any agency, agent, servant, or employee of the Division unless damage was occasioned by the negligence of the Division, or any agency, agent, servant or employee of the Division.

10) In the event the Company fails or refuses to comply with the terms contained herein, this Agreement may be canceled and considered null and void by the Division.

11) This Agreement is subordinate to the terms and conditions of the Division's aforesaid lease agreement with the West Virginia Railroad Maintenance Authority and is subject to the Railroad Maintenance Authority's right of cancellation of that agreement for reuse of the North Bend Rail Trail.

12) Any additional license, lease, assignment, or transfer of the rights granted by this agreement must have the prior written consent of the Division.

13) The gas pipeline shall be buried a minimum of forty-eight inches (48") below the trail surface, and said water pipeline shall not disturb the center fifteen feet (15') section of the trail which has a finished surface.

14) The Company will grade, level, lime, fertilize, and establish a planting along the entire length and width of said gas pipeline right-of-way where there is a land disturbance with a legume mixture approved by the Trail Superintendent.

15) The Company shall pay the Division the sum of **FIVE HUNDRED (\$500.00) DOLLARS** which shall constitute the full license fee for the license and permission herein granted.

IN WITNESS WHEREOF, the **State of West Virginia, Department of Commerce, Division of Natural Resources**, by the Director of the Division of Natural Resources, and **Dominion Transmission, Inc.**, have hereunto caused their respective names to be signed and their seals to be affixed hereto, all by proper officer thereunto duly authorized, as of the day and year first hereinabove written.

STATE OF WEST VIRGINIA
DEPARTMENT OF COMMERCE
DIVISION OF NATURAL RESOURCES

ATTEST:

By _____
It's Director

[Seal]

ATTEST:

DOMINION TRANSMISSION, Inc.

By _____

[SEAL]

Its _____

WES VIRGINIA
COUNTY OF KANAWHA, To-wit:

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, Director, of the Division of Natural Resources, who signed the writing hereto annexed, for the State of West Virginia, Department of Commerce, Division of Natural Resources, bearing date the 26TH day of January, 2017, has this day in my said county, before me, acknowledged said writing to be the act and deed of said Division.

Given under my hand this _____ day of _____,

My commission expires _____.

[Seal]

Notary Public

STATE OF
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ the _____, of Dominion Transmission, Inc., who signed the foregoing and hereto annexed writing bearing date the 26th day of January, 2017, have this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____,

My commission expires _____.

[Seal]

Notary Public

Prepared by:

Office of Land & Streams
Division of Natural Resources
Department of Commerce,
South Charleston, WV 25303

COMMODITY bid or offer relating thereto which binds the sender without an additional express written confirmation to that effect. The information is intended solely for the individual or entity named above and access by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.



Exhibit A