

AN ORDINANCE No. 85 - 258 - 270

~~ADOPTED~~ OCT 14 1985

To permit Crown Central Petroleum Corporation to encroach in, on, upon, across, through and along East Main Street (south of its intersection with the south right of way line of Nicholson Street and to encroach in, on, upon, across and along Nicholson Street (east of its intersection with the east right of way line of East Main Street) an aggregate linear distance of 151 feet, more or less, with two cables crossing each of said streets housing a high level alarm system designed to forestall overflowing bulk storage tanks, upon certain terms and conditions.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

1. THE CITY OF RICHMOND HEREBY ORDAINS:
2. § 1. That Crown Central Petroleum Corporation and
3. its successors in title, hereinafter referred to as
4. "Licensee", is hereby permitted to encroach in, on, upon,
5. across, through and along East Main Street (south of its
6. intersection with the south right of way line of Nicholson
7. Street) and to encroach in Nicholson Street (east of its
8. intersection with the east right of way line of East Main
9. Street) an aggregate distance of 151 linear feet, more or
10. less, with two cables crossing each of said streets housing
11. a high level alarm system designed to forestall overflowing
12. bulk storage tanks, to the extent and in the manner shown
13. on the copy of the plan attached to the draft of this

1. ordinance, entitled: "Proposed Overhead Cable Encroachment
2. across Main St. and Nicholson St. (Crown Central Petroleum
3. Corp.)", marked "Drawing No. N-21410", dated September 3,
4. 1985, until such time as the encroachment or a substantial
5. part or parts thereof shall be removed or destroyed subject
6. to the provisions and conditions contained in Section
7. 2.04(e) of the Charter of the City of Richmond.

8. § 2. That the permission granted in § 1 of this
9. ordinance is granted upon and subject to the following
10. additional terms and conditions:

11. (a) That all cost shall be borne by the Licensee,
12. Crown Central Petroleum Corporation.

13. (b) That Crown Central Petroleum Corporation, or and
14. contractor it may employ, shall install, construct, repair,
15. maintain, and remove the encroachment in a manner satis-
16. factory to the Directors of Public Works, Public Safety and
17. Public Utilities.

18. (c) That Crown Central Petroleum Corporation, or
19. its contractor, shall secure any required work permits prior
20. to commencing work.

21. (d) Any portion of the street, sidewalk and any
22. public utility that may be disturbed or destroyed by reason
23. of the installation, construction, repair, reconstruction,
24. maintenance, or removal of said encroachment shall be

1. restored and replaced in a manner satisfactory to the
2. directors and with materials approved by them.

3. (e) That Crown Central Petroleum Corporation shall
4. pay to the City for the use and occupancy of the space in or
5. over the streets such charges as Council has heretofore or
6. may hereafter prescribe for such use of the public streets
7. which may be increased or decreased or otherwise modified at
8. any time and from time to time by the Council.

9. (f) That Crown Central Petroleum Corporation shall
10. indemnify, keep and hold the City free and harmless from
11. liability on account of injury or damage to persons, firms
12. and corporations and property growing out of such use of the
13. street and the installation, construction, maintenance,
14. repair, operation and removal of the encroachment, and in
15. the event that suit shall be brought against the City,
16. either independently or jointly with the Licensee on account
17. thereof, the Licensee shall defend the City in any such suit
18. at its cost, and in the event of a final judgment being
19. obtained against the City either independently or jointly
20. with the Licensee, it shall pay such judgment and all costs
21. and hold the City harmless therefrom.

22. (g) That Crown Central Petroleum Corporation shall
23. require any contractor or contractors engaged by it to
24. furnish a public liability and property damage insurance

1. contract or contracts naming therein the City as an insured
2. thereunder, which shall provide indemnities of not less than
3. \$300,000 for bodily injuries and for property damage
4. resulting from the construction, repair, installation and
5. removal of the encroachment. Such policy shall provide for
6. the payment of any final judgment that may be rendered
7. against the City by reason of any person being injured or
8. damaged in any way in person or property by the
9. encroachment. Such contract of insurance shall contain a
10. provision that it shall not be terminated or otherwise
11. allowed to expire prior to sixty days after written notice
12. to that effect is given the directors.

13. (h) Removal of the encroachment at any time in the
14. future shall be at the sole expense of the Licensee, Crown
15. Central Petroleum Corporation, or its successors in title.

16. (i) That the Licensee shall furnish the City a bond
17. with corporate surety approved by the City Attorney in the
18. sum of five thousand dollars conditioned upon the removal of
19. the encroachment and replacement and restoration of any
20. street, sidewalk or public utility damaged, disturbed or
21. destroyed thereby in a manner and with such materials to the
22. satisfaction of the directors when ordered to do so by the
23. Council, or upon repeal of this ordinance, or upon the
24. failure, refusal or neglect of the Licensee to comply fully

1. and in all respects with the provisions of this or any other
2. ordinance relating thereto. The Licensee shall pay all
3. premiums chargeable for the bond and shall keep the same in
4. full force and effect at all times during the existence and
5. removal of the encroachment and replacement and restoration
6. of the street, sidewalk or any public utility damaged,
7. disturbed or destroyed thereby. The bond shall contain a
8. provision that it shall not be terminated or otherwise
9. allowed to expire prior to sixty days written notice to that
10. effect given to the Directors.

11. (j) That the Crown Central Petroleum Corporation
12. shall furnish the City a public liability and property
13. damage insurance contract or contracts naming therein the
14. City as an insured thereunder, which shall provide
15. indemnities of not less than \$300,000 for bodily injuries
16. and for property damage resulting from the construction,
17. repair, installation and removal of the encroachment. Such
18. policy shall provide for the payment of any final judgment
19. that may be rendered against the City by reason of any
20. person being injured or damaged in any way in person or
21. property by the encroachment. The Licensee shall pay all
22. premiums chargeable for such contract or contracts of
23. insurance and keep the same in full force and effect at all
24. times during the existence and removal of the encroachment

1. and replacement and restoration of any public utility
2. affected by such encroachment. Such contract of insurance
3. shall contain a provision that it shall not be terminated or
4. otherwise allowed to expire prior to sixty days after
5. written notice to that effect is given the directors.

6. (k) This ordinance is adopted pursuant to the power
7. granted the Council by law. It is not intended by the
8. adoption of this ordinance to offer or grant a franchise and
9. the permission hereby granted shall at all times be subject
10. to revocation by the Council and the terms and conditions
11. upon which it is granted shall be subject to modification at
12. any time and from time to time by the Council. Upon such
13. revocation or modification the Licensee shall immediately
14. conform to the requirements, if any, prescribed by the
15. Council with respect thereto.

16. § 3. This ordinance shall be in force upon adoption
17. and shall become effective when within six months of the
18. date of adoption the Licensee shall furnish the required
19. insurance and bond and files with the City Clerk a written
20. statement in form satisfactory to the City Attorney to the
21. effect that the Licensee agrees to the terms and conditions
22. upon which such permission is granted and agrees to be bound
23. thereby and to observe and comply therewith and any
24. contractor furnishes requisite proof of having the required
25. liability insurance.

1. § 4. Crown Central Petroleum Corporation shall be
2. responsible for satisfying all terms and conditions
3. requisite for this ordinance becoming effective.