

AN ORDINANCE No 85-286-260  
ADOPTED NOV 11 1985

To permit Lightnet and successors in title, to encroach with overhead cable (communications facility) and underground cable and pipes, and related equipment, an aggregate distance of 1,138 linear feet, more or less, over, along, through and under the rights of way of the Richmond Fredericksburg and Potomac Railroad Company and Seaboard System Railroad as same cross streets of the City of Richmond beginning at the north corporation line and extending to the south corporation line (said streets being shown on sheets 1 and 2 of the hereinafter identified drawing - streets noted on sheet 1 being Franklin Street, Main Street, Cary Street, Manchester Road, Bander Street, Maury Street, Dock Street, Byrd Street, Everette Street and Bedford Street; and streets noted on sheet 2 being Hospital Street, Second Street, St. Paul Street, St. Peter Street, Webster Street, Brook Road, St. James Street, Rose Street, Bacon Street, Fendall Avenue, Roane Street, Chamberlayne Parkway, Cabell Street, Belvidere Street, Lombardy Street, Dinneen Street, Middlesex Street and Hermitage Road, as shown on plan prepared by the Department of Public Works, Drawing No. O-21408 (sheets 1 and 2) dated August 29, 1985, entitled: "Encroachment of a proposed fiber optic cable system along the R.F.&P. and Seaboard System Railroad (S.A.L. Ry. Co.) beginning at the north corporation line and ending at the south corporation line", upon certain terms and conditions.

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Patron - City Manager (By Request)

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Approved as to form and legality  
by City Attorney

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1. THE CITY OF RICHMOND HEREBY ORDAINS:
2.       § 1. That Lightnet and successors in title,
3. hereinafter referred to as "Licensee", is hereby permitted
4. to encroach with overhead cable (communications facility)

1. and underground cable and pipes, and related equipment, an  
2. aggregate distance of 1,138 linear feet, more or less, over,  
3. along, through and under the rights of way of the Richmond  
4. Fredericksburg and Potomac Railroad Company and Seaboard  
5. System Railroad as same cross streets of the City of  
6. Richmond beginning at the north corporation line and  
7. extending to the south corporation line (said streets being  
8. shown on sheets 1 and 2 of the hereinafter identified  
9. drawing - streets noted on sheet 1 being Franklin Street,  
10. Main Street, Cary Street, Manchester Road, Bander Street,  
11. Maury Street, Dock Street, Byrd Street, Everette Street and  
12. Bedford Street; and streets noted on sheet 2 being Hospital  
13. Street, Second Street, St. Paul Street, St. Peter Street,  
14. Webster Street, Brook Road, St. James Street, Rose Street,  
15. Bacon Street, Fendall Avenue, Roane Street, Chamberlayne  
16. Parkway, Cabell Street, Belvidere Street, Lombardy Street,  
17. Dinneen Street, Middlesex Street and Hermitage Road, as  
18. shown on plan prepared by the Department of Public Works,  
19. Drawing No. O-21408 (sheets 1 and 2) dated August 29, 1985,  
20. entitled: "Encroachment of a proposed fiber optic cable  
21. system along the R.F.&P. and Seaboard System Railroad  
22. (S.A.L. Ry. Co.) beginning at the north corporation line and  
23. ending at the south corporation line", a copy of which  
24. drawing (2 sheets) is attached to the draft of this

1. ordinance, until such time as the encroachments or a sub-  
2. stantial part or parts thereof shall be removed or destroyed  
3. subject to the provisions and conditions contained in  
4. Seciton 2.04(e) of the Charter of the City of Richmond.

5. § 2. That the permission granted in § 1 of this  
6. ordinance is granted upon and subject to the following  
7. additional terms and conditions:

8. (a) That all cost shall be borne by the Licensee,  
9. Lightnet.

10. (b) That the Licensee, or any contractor it shall  
11. employ, shall construct, repair, maintain, operate and  
12. remove the overhead and underground cables, pipes and  
13. related equipment in a manner satisfactory to the Directors  
14. of Public Works, Public Safety and Public Utilities. Such  
15. cables shall be installed and maintained in accordance with  
16. the National Electric Safety Code and in accordance with  
17. provisions of any applicable building code.

18. (c) Lightnet or its contractor, shall secure  
19. necessary work permits prior to commencing work.

20. (d) That any portion of any public street and any  
21. public utility that may be disturbed or destroyed by reason  
22. of the construction, reconstruction, repair, maintenance, or  
23. removal of said encroachments shall be restored and replaced  
24. in a manner satisfactory to the directors and with materials  
25. approved by them.

1. (e) That the Licensee shall pay to the City for the  
2. use and occupancy of the space in, over and under the street  
3. such charges as Council has heretofore or may hereafter  
4. prescribe for such use of the public streets and alleys  
5. which may be increased or decreased or otherwise modified  
6. at any time and from time to time by the Council.

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

19. (g) That the Licensee shall require any contractor  
20. or contractors engaged by it to furnish a public liability  
21. and property damage insurance contract or contracts naming  
22. therein the City as an insured thereunder, which shall pro-  
23. vide indemnities of not less than \$500,000 combined coverage  
24. for bodily injuries and for property damage resulting from

1. the construction. Such policy shall provide for the payment  
2. of any final judgment that may be rendered against the City  
3. by reason of any person being injured or damaged in any way  
4. in person or property by the construction.

5. (h) That the Licensee shall furnish the City a  
6. liability insurance contract to indemnify, reimburse and  
7. save the City harmless from all charges, damages or costs  
8. that the City may be required to pay or otherwise sustain by  
9. reason of the construction, maintenance, operation, repair,  
10. existence or removal of the encroachments. The contract  
11. shall not be less than \$500,000 to cover the injury or death  
12. of persons and damage to property resulting from the  
13. construction, maintenance, operation and removal of the  
14. encroachments. The contract shall name the City of Richmond  
15. as an additional insured and shall be approved by the City  
16. Attorney. The Licensee shall pay all premiums chargeable  
17. for the contract and shall keep the same in full force and  
18. effect at all times during the construction, maintenance,  
19. operation, repair, existence and removal of the encroach-  
20. ments. The contract shall contain a provision that it shall  
21. not be terminated or otherwise allowed to expire prior to  
22. sixty days after written notice to that effect is given to  
23. the directors.

24. (i) The Licensee shall furnish the City a bond with

1. corporate surety or an irrevocable letter of credit approved  
2. by the City Attorney in the sum of \$20,000 conditioned upon  
3. the removal of the encroachments and replacement and  
4. installation of any public utility, either municipally or  
5. otherwise owned, damaged, disturbed or destroyed thereby in  
6. a manner, with such materials and to the satisfaction of the  
7. directors when ordered to do so by the Council, or upon  
8. repeal of this ordinance, or upon the failure, refusal or  
9. neglect of the Licensee to comply fully and in all respects  
10. with the provisions of this or any other ordinance relating  
11. thereto. The Licensee shall pay all premiums chargeable for  
12. the bond and shall keep the same in full force and effect,  
13. or in lieu thereof said irrevocable letter of credit shall  
14. remain in force at all times during the existence and  
15. removal of the encroachments and replacement and restoration  
16. of any public utility damaged disturbed or destroyed  
17. thereby. A bond, if furnished, shall contain a provision  
18. that it shall not be terminated or otherwise allowed to  
19. expire prior to sixty days written notice to that effect  
20. given to the directors.

21. (j) This ordinance is adopted pursuant to the power  
22. granted the Council by law. It is not intended by the  
23. adoption of this ordinance to offer or grant a franchise and  
24. the permission hereby granted shall at all times be subject

1. to revocation by the Council and the terms and conditions  
2. upon which it is granted shall be subject to modification at  
3. any time and from time to time by the Council. Upon such  
4. revocation or modification the Licensee shall immediately  
5. conform to the requirements, if any, prescribed by the  
6. Council with respect thereto.

7. (k) Upon the failure, refusal or neglect of the  
8. Licensee to comply with the provisions of this ordinance  
9. the City shall have the right to perform the Licensee's  
10. obligations under this ordinance at the Licensee's cost and  
11. expense without liability to the Licensee for damages  
12. sustained on account thereof.

13. (l) For the failure, refusal or neglect to comply  
14. fully with the provisions of this ordinance or any amend-  
15. ment, revocation or repeal hereof the Licensee shall be  
16. subject to a fine of not less than ten dollars nor more than  
17. one hundred dollars and each days continuance thereof shall  
18. constitute a separate offense.

19. § 3. This ordinance shall be in force upon  
20. adoption and shall become effective when within twelve  
21. months of the date of adoption the Licensee and its  
22. contractors, if any, shall furnish the required insurance  
23. and the Licensee furnishes the bond or letter of credit and  
24. files with the City Clerk a written statement in form

1. satisfactory to the City Attorney to the effect that the
2. Licensee agrees to the terms and conditions upon which such
3. permission is granted and agrees to be bound thereby and to
4. observe and comply therewith. Lightnet shall be responsible
5. for furnishing all documents and performing all such acts as
6. may be requisite for this ordinance becoming effective.
7.           § 4. This ordinance shall be in force and effect
8. upon adoption.

City of Richmond  
City Planning Commission



900 East Broad Street, Richmond, Virginia 23219  
804 • 780-4347

November 5, 1985

To the Honorable Council of the  
City of Richmond, Virginia

At its meeting of November 4, 1985, the City Planning Commission voted  
(9-0) to recommend APPROVAL of:

Ordinance No. 85-286

To permit Lightnet and successors in title, to encroach with overhead cable (communications facility) and underground cable and pipes, and related equipment, an aggregate distance of 1,138 linear feet, more or less, over, along, through and under the rights of way of the Richmond Fredericksburg and Potomac Railroad Company and Seaboard System Railroad as same cross streets of the City of Richmond beginning at the north corporation line and extending to the south corporation line,\*\*\*as shown on plan prepared by the Department of Public Works, Drawing No. 0-21408 (sheets 1 and 2) dated August 29, 1985, etc.

This paper would grant permission for Baystar Service Corporation (Lightnet), a communications company, to encroach with underground and overhead fiber optic cables into various street rights-of-way in the City. The petitioner proposes to install a fiber optics communications system between Washington D.C. and Raleigh, North Carolina which would pass through the City. The route extends from the northern corporation line at Westwood Avenue east of Hamilton Street, and follows rights-of-way of the R.F.&P. and Seaboard System railroads through the City to the southern corporation line east of Jefferson Davis Highway. The cable would be underground or attached to viaducts within railroad rights-of-way for most of the route. Underground encroachments into twenty street rights-of-way are proposed at the at-grade railroad crossings. One overhead encroachment is proposed at the Seaboard overpass at Lombardy Street. The cable would be encased in steel pipe and attached to the underside of the railroad bridge, thus having no visual impact on the street. The petitioner and the City Administration have worked together and agreed upon the route in question. It has the least possible visual impact and respects the Commission and Administration desires to avoid overhead wires wherever possible. Normal encroachment conditions are included in the ordinance to ensure proper installation and maintenance, protect the City from liability and require payment of annual encroachment fees.

Very truly yours,

Jon P. Weersing  
Secretary

JPW:lk

cc: Ms. Carol W. Worthen - Petitioner  
Director, Department of Public Works

ORDINANCE OR RESOLUTION SUMMARY  
CITY OF RICHMOND, VIRGINIA

Resolution Ordinance No. ....85-286.....	Subject  Encroachment/Along RF&P and Seaboard Systems.
Requested by .....City Manager.....	
Received City Manager's Office .....--.....	
Summarized .....11/4/85.....	

SUMMARY

This ordinance would authorize underground and overhead encroachments along the RF&P and Seaboard System Railroad beginning at the North Corporate Line and ending at the South Corporate Line as shown "dashed" and "noted" on the plan prepared by the Department of Public Works designated O-21408 and entitled, "Encroachment of a proposed Fiber Optic Cable System along the RF&P and Seaboard System Railroad (S.A.L. Ry. Co.) beginning at the North Corporate Line and ending at the South Corporate Line".

This was requested in a letter dated July 20, 1985, and signed by Carol W. Worthen, Permitting Agent, Baystar Service Corp. Lightnet proposes to encroach with a fiber optic cable communication system between Washington, D.C., Richmond, VA, Raleigh, NC, and Hamlet, NC. The corridor for construction will be along the RF&P and Seaboard System Railroad Companies' right-of-way. The encroachments will consist of overhead in various streets and underground in various streets along the designated route.

The Department of Public works offers no objections to the proposed encroachment subject to the usual terms and conditions to include:

1. All cost incident to the encroachment to be borne by the applicant.
2. Liability and insurance shall be maintained in effect during construction and the life of the encroachment.
3. Applicant shall secure proper permits and work to be performed in a manner satisfactory to the Director of Public Works, Utilities and Safety.
4. A twelve-month's expiration clause be included.
5. An annual fee be charged for occupying streets with subject encroachments.
6. Applicant shall furnish removal bond.

COUNCIL ACTION

On Docket .....11/11/85.....
Amended .....
Adopted .....
Rejected .....