

AN ORDINANCE No 85-247-232

ADOPTED SEP 23 1985

To permit Plantation Pipe Line Company to encroach in, under, across, and along Deepwater Terminal Road, an aggregate of 138 square feet, more or less, north of the 1942 Corporation Line (division line between the City of Richmond and the County of Chesterfield) with an underground 8-inch pipeline within a 12.75 inch casing pipe for the purpose of transporting liquid petroleum products, 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 Plantation Pipe Line Company and succes-
3. sors in title, hereinafter referred to as "Licensee", is
4. hereby permitted to encroach in, under, across, and along
5. Deepwater Terminal Road, an aggregate of 138 square feet,
6. more or less, north of the 1942 Corporation Line (division
7. line between the City of Richmond and the County of
8. Chesterfield) with an underground 8-inch pipeline within a
9. 12.75 inch casing pipe for the purpose of transporting
10. liquid petroleum products, to the extent and in the manner
11. shown on the copy of the plan attached to the draft of this
12. ordinance, entitled: "Proposed Underground Pipeline
13. Encroachment Across Deepwater Terminal Road (Plantation Pipe
14. Line Company)", marked "Drawing No. N-21400", dated August
15. 9, 1985, until such time as the encroachment or a

1. substantial part or parts thereof shall be removed or
2. destroyed subject to the provisions and conditions contained
3. in Section 2.04(e) of the Charter of the City.

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

7. (a) That all cost shall be borne by the Licensee,
8. Plantation Pipe Line Company.

9. (b) That Plantation Pipe Line Company, or any con-
10. tractor it may employ, shall construct, repair, maintain,
11. install and remove the underground pipeline in a manner
12. satisfactory to the Directors of Public Works, Public
13. Utilities, and Public Safety, and same shall be maintained
14. by Licensee in a manner satisfactory to the directors.

15. (c) That Plantation Pipe Line Company, or its
16. contractor, shall secure any and all required work permits
17. prior to commencing work.

18. (d) Any portion of Deepwater Terminal Road and any
19. public utility, whether owned by the City or any other
20. corporation, that may be disturbed or destroyed by reason of
21. the installation, construction, repair, reconstruction,
22. maintenance, or removal of said underground pipeline shall
23. be restored and replaced in a manner satisfactory to the
24. directors and with materials approved by them.

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

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

21. (g) That the Licensee shall require any contractor
22. or contractors engaged by it to furnish a public liability
23. and property damage insurance contract or contracts naming
24. therein the City as an insured thereunder, which shall

1. provide indemnities of not less than \$500,000 combined
2. coverage for bodily injuries and for property damage
3. resulting from the construction, repair, installation and
4. removal of the encroachment. Such policy shall provide for
5. the payment of any final judgment that may be rendered
6. against the City by reason of any person being injured or
7. damaged in any way in person or property by the encroach-
8. ment. Such contract of insurance shall contain a provision
9. that it shall not be terminated or otherwise allowed to
10. expire prior to sixty days after written notice to that
11. effect is given the directors.

12. (h) Removal of the encroachment herein authorized
13. at any time in the future shall be at the sole expense of
14. the Licensee, Plantation Pipe Line Company, or successors in
15. title.

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

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

10. (j) That the Licensee shall furnish the City a
11. public liability and property damage insurance contract or
12. contracts naming therein the City as an insured thereunder,
13. which shall provide indemnities of not less than \$500,000
14. combined coverage for bodily injuries and for property
15. damage resulting from the construction, repair, installa-
16. tion and removal of the encroachment. Such policy shall
17. provide for the payment of any final judgment that may be
18. rendered against the City by reason of any person being
19. injured or damaged in any way in person or property by the
20. encroachment. The Licensee shall pay all premiums charge-
21. able for such contract or contracts of insurance and keep
22. the same in full force and effect at all times during the
23. existence and removal of the encroachment and replacement
24. and restoration of any City owned facility affected by such
25. encroachment. Such contract of insurance shall contain a

1. provision that it shall not be terminated or otherwise
2. allowed to expire prior to sixty days after written notice
3. to that effect is given the directors.

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

14. (1) The Licensee, Plantation Pipe Line Company,
15. shall be responsible for satisfying all terms and conditions
16. necessary for this ordinance becoming effective.

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