

Ordinance No. 1101

AN ORDINANCE to grant to Washington Gas Light Company, its successors and assigns the franchise, right and privilege upon certain conditions, to use the streets, alleys and other public grounds as the same now exist or may hereafter be extended or laid out for the construction, maintenance and operation of a system of pipes, mains, manholes, connections, meters and other equipment and appliances for the transmission, distribution and sale of gas in the City of Alexandria, Virginia.

WHEREAS, pursuant to the provisions of Ordinance numbered 1091 which was adopted Tuesday, September 27, 1960, and approved by the Mayor, and duly advertised once a week for four successive weeks, the presiding officer of the Council of the City of Alexandria invited bids as required by law, for the privilege, right and franchise, upon certain conditions, to distribute, transmit, supply and sell gas within the City of Alexandria as set forth in said ordinance, and

WHEREAS, the Washington Gas Light Company submitted a bid in writing for the franchise, rights and privileges contained in said ordinance, which bid was delivered on October 25, 1960, in accordance with the advertisement, to the presiding officer of the Council in open session and was read aloud, and

WHEREAS, the presiding officer then and there inquired for any further bids, and there being no further bids, said presiding officer declared the bidding closed, and

WHEREAS, the Council, after consideration, was of the opinion that it would be expedient and to the best interests of the City to grant said franchise, right and privilege to the Washington Gas Light Company and hereby accepts the bid of said company upon the condition that said company shall first reimburse the City of Alexandria for the cost of all advertisement in connection therewith and upon the further condition that said company first accepts the franchise in writing in accordance with Section 15 of said ordinance, and

WHEREAS, the Council was of the further opinion that the name of said Washington Gas Light Company should be inserted in the draft of the proposed ordinance contained in said Ordinance numbered 1091 so that the ordinance ordained is substantially the same as that proposed except as to the insertion of the name of the accepted bidder; therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. The right is hereby granted unto Washington Gas Light Company, hereinafter referred to as "Grantee," its successors and assigns, for the term and subject to the terms, provisions, conditions and limitations hereinafter stated, to use the streets, alleys and other public grounds of the City of Alexandria, Virginia, hereinafter referred to as "City," as now existing or hereafter extended or laid out for the construction, maintenance and operation therein of a system of pipes, mains, manholes, connections, meters, and other equipment and appliances, for the transmission, distribution and sale of gas in and to any part of the City.

Section 2. The Grantee shall not construct or install, move, alter,

or change the location of any pipe, main, manhole, connection, meter or other equipment or appliance in any street, alley, or other public ground of the City or dig, cut or disturb any street, alley or other public place in the City unless prior written notice of its intention so to do is given to such department or agency of the City as shall have been or may be designated by the City Manager or the Council of the City and permission in writing so to do is granted by such department or agency or such requirement is waived by such department or agency. Such permission shall be conditioned upon compliance with the terms, conditions, provisions and limitations of this franchise and with such other terms, provisions, conditions and limitations as will preserve, protect and promote the safety of the public using the streets, alleys, and other public places of the City and as will prevent interference with or obstruction of the use of streets, alleys and other public places by the City or by any other public utility or public service corporation for their respective purposes and functions. Such permission shall also be conditioned upon such other terms, provisions, conditions and limitations as will preserve, protect and promote the health, safety and general welfare of the City and its citizens subject to the lawful exercise of the police power.

Section 3. The materials to be used and the manner of construction to be followed under this franchise shall be such as are commonly used and followed by similar grantees doing a similar business in cities of substantially the size of the City of Alexandria. The location and laying of all pipes or mains, the placing of manholes and conduits, and the location of any other permanent equipment or appliances of any kind under this franchise shall be subject to the approval of the City Council or such committee or city official as the City Council may from time to time designate.

Section 4. All work done under this franchise shall be done in such manner as not to interfere unreasonably with the free and proper use of the streets, alleys and other public grounds while the said work is in progress or unnecessarily to obstruct the travel thereon, and when the streets, alleys and other public grounds are used for any underground construction the surface thereof shall be restored within a reasonable time from completion of the work to the same condition as existed prior to such construction.

Section 5. The work to be done under this franchise shall be done in such a manner as not to damage any other underground construction of any other public service corporation holding a franchise from the City or any construction performed by the City itself, or by the State Highway Department, or unnecessarily to interfere with the making of connection by the City or by the citizens thereof with water or sewerage pipes which may now or hereafter be laid or constructed by the City or by any other public service corporation holding a franchise from the City.

Section 6. In the event the improvement, relocation, construction, reconstruction, maintenance or repair by the City of any of its facilities or services now or hereafter acquired including but not limited to any street, alley or other public place, sewer, electric, water, fire alarm, police communication or traffic control facility, or any part thereof, or in the event access to any street, alley or other public

place to or from any property of the City is required, and the City deems it desirable to move, alter or relocate, either permanently or temporarily, any of the Grantee's pipes, mains, manholes, connections, meters, or other equipment or appliances in order for the City to make its improvement, relocation, construction, reconstruction, maintenance or repair, or to obtain access to or from property, upon notice from the City, the Grantee will move, alter or relocate such pipes, mains, manholes, connections, meters, or other equipment or appliances at its own cost and expense; and should the Grantee fail, refuse or neglect to comply with such notice, such pipes, mains, manholes, connections, meters, or other equipment or appliances or any part thereof may be removed, altered or relocated by the City at the cost of the Grantee and the City shall not be liable to the Grantee for damages resulting from such removal, alteration or relocation.

Section 7. The Grantee in the exercise of any right granted to it by this franchise, shall at no cost to the City promptly reconstruct, replace, restore or repair any facility or service of the City, now or hereafter acquired, including but not limited to any street, alley or other public place, sewer, electric, water, fire alarm, police communication or traffic control facility or any part thereof which may be damaged, disturbed or destroyed by the exercise of any such right, in a manner, with such materials and to the satisfaction of such department or agency as shall have been or may be designated by the City Manager or Council of the City.

Section 8. Nothing in this franchise shall be construed to exempt the Grantee from any tax, levy, or assessment which is now or which may be hereafter authorized by law.

Section 9. The Grantee shall render to the public in the City at all times during the term of this franchise, efficient gas service at reasonable rates. The Grantee shall maintain its pipes, mains, manholes, connections, meters and other equipment and appliances within the City in a safe condition and in good order and operating condition throughout the term of this franchise, and the Grantee by accepting this franchise agrees that the State Corporation Commission has jurisdiction to the full extent and in the manner now or hereafter provided by law, during the term of this franchise, to require the Grantee to render efficient gas service at reasonable rates, and that the Corporation Court of the City has jurisdiction to enforce compliance with all the terms, provisions, conditions, and limitations of this franchise to the full extent and in the manner now or hereafter provided by law, during the term of this franchise.

Section 10. The Grantee agrees and binds itself to indemnify, keep and hold the City free and harmless from liability on account of death, injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from such use of the streets, alleys and other public places of the City, the acquisition, erection, installation, maintenance, repair, operation and use of such pipes, mains, manholes, connections, meters, or other equipment or appliances, or the exercise of any right granted by or under this franchise, or the failure, refusal or neglect of the Grantee to perform any duty imposed upon or assumed by the Grantee by or under this franchise; and in the event that any suit or proceeding shall be brought

against the City, at law or in equity, either independently or jointly with the Grantee on account thereof, the Grantee will defend the City in any such suit or proceeding at the cost of the Grantee; and in the event of a final judgment or decree being obtained against the City, either independently or jointly with the Grantee, then the Grantee will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the City harmless therefrom; but nothing herein contained shall be construed to render the Grantee liable for the negligence of the City or of its agents or employees, or for that of any other person, firm or corporation.

Section 11. The rights granted to the Grantee by this franchise may be exercised by any successor or successors, assignee or assignees of the Grantee, but such successor or successors, assignee or assignees shall be subject to and bound by all of the provisions, terms, conditions, and limitations prescribed in this franchise.

Section 12. The rights and privileges granted by this franchise shall continue for a term of thirty years from the twenty-sixth day of September, 1960, unless sooner voluntarily surrendered by the Grantee with the consent of the Council of the City, or forfeited as provided by law. Upon the expiration of the term of this franchise or surrender or forfeiture of the rights and privileges granted by this franchise, the City may require the Grantee to remove all of its pipes, mains, man-holes, connections, meters, or other equipment or appliances from the streets, alleys and other public places of the City in which event the Grantee shall repair, restore or replace any street, alley or other public place and any sewer or water, electric, fire alarm, police communication or traffic control facility or tree, or any part thereof, which may be damaged, disturbed or destroyed by or as a direct or indirect result of the removal of such property, in a manner, with such materials and to the satisfaction of the City Manager of the City at the cost and expense of the Grantee within a reasonable time thereafter, which reasonable time shall be prescribed by the council of the City. Upon the refusal, failure or neglect of the Grantee to so remove such property from the streets, alleys and other public places, or to repair, restore or replace any such street, alley, public place, sewer, water or electric, fire alarm, police communication or traffic control facility or tree in a manner, with such materials and to the satisfaction of such department or agency of the City as shall be designated by the City Manager or Council of the City, the City may remove such property from the streets, alleys and other public places of the City and repair, restore or replace any such street, alley, public place, sewer, water, electric, fire alarm, police communication or traffic control facility or tree at the cost of the Grantee and the City shall not be liable to the Grantee for damages resulting from such removal.

Section 13. This franchise is granted pursuant to Sec. 124 and Sec. 125 of the Constitution of the Commonwealth of Virginia and Article 2 of Chapter 22 of Title 15 of The Code of Virginia, and is subject to all franchises and permits heretofore granted by the Council to use the streets, alleys and public places of the City by other public utility or public service corporations. It is not intended by the grant of this franchise to abridge the exercise of the police power heretofore or hereafter granted to the City by the General Assembly. The grant of the franchise is subject to all ordinances and resolutions of the Council of the City as the same now exist or may

be hereafter amended, revised or codified, in the lawful exercise of any other power granted to the City by the General Assembly.

Section 14. That this franchise and the right and privileges granted thereby are not exclusive and nothing in this Ordinance shall be construed to prevent a grant by the City of a similar franchise and rights and privileges to other persons or corporations.

Section 15. This Ordinance shall be published in a newspaper of general circulation published in the City not later than five days following its introduction, together with a notice containing the time and place for a public hearing. The Clerk of the Council shall note the date of introduction and first reading, the date of publication, the date of the public hearing and the date of the second reading and final passage in the minutes. This Ordinance shall be in force on the date of its final passage and shall become effective when the Grantee accepts this franchise and agrees to exercise the rights and privileges granted by this franchise upon and subject to the terms, provisions, conditions and limitations set forth in this franchise, which acceptance and agreement shall be in writing and shall be filed in the office of the City Clerk of the City.

Section 16. The Grantor agrees that the provisions, terms, conditions and limitations prescribed in this franchise shall be applicable in all respects to the use of streets, alleys and other public places situated in any territory annexed to the City or which may otherwise become a part of the City through extension of its corporate boundaries, and to the acquisition, erection, maintenance and use, for the said purposes of the Grantee, of pipes, mains, manholes, connections, meters, or other equipment or appliances in such streets, alleys and public places, and the Grantee shall have the same rights and privileges with respect thereto as are granted by this franchise for the use of streets, alleys and other public places of the City, regardless of the provisions of any franchise or other authority, public or private, granted by any county or other city or town, or of or by any deed or other instrument, and regardless of any limitation upon the expiration thereof fixed in any such franchise, authority, deed or instrument; and the right and privilege to so use such streets, alleys, and public places and to acquire, erect, maintain and use such property in such streets, alleys and public places shall expire or terminate with the expiration or termination of the franchise.

Section 17. This Ordinance shall be published in a newspaper of general circulation published in the City not later than five days following its introduction, together with a notice containing the time and place for a public hearing. The Clerk of the Council shall note the date of introduction and first reading, the date of publication, the date of the public hearing and the date of the second reading and final passage in the minutes. This Ordinance shall be in force on the date of its final passage, and shall become effective when the Grantee accepts this franchise and agrees to exercise the rights and privileges granted by this franchise upon and subject to the terms, provisions, conditions and limitations set forth in this franchise, which acceptance and agreement shall be in writing and shall be filed in the office of the City Clerk of the City.

LEROY S. BENDHEIM
MAYOR

Final Passage: November 8, 1960