

## Legislation Details (With Text)

**File #:** 030026      **Version:** 0      **Name:**

**Type:** Bill      **Status:** ENACTED

**File created:** 1/28/2003      **In control:** Committee on Streets and Services

**On agenda:**      **Final action:** 3/27/2003

**Title:** Authorizing Tenet HealthSystem Hahnemann, LLC, owner of the property known as Hahnemann University Hospital, Broad and Vine Streets, Philadelphia, PA 19102, to construct, own and maintain underground conduit and 23 pedestrian light poles with attached banner arms on and under the west footway of Broad street, the south footway of Vine street and the east footway of Fifteenth street adjacent to the hospital property, all under certain terms and conditions.

**Sponsors:** Councilmember Clarke

**Indexes:** ENCROACHMENT

**Code sections:**

**Attachments:** 1. CertifiedCopy03002600.pdf

Date	Ver.	Action By	Action	Result	Tally
4/8/2003	0	MAYOR	SIGNED		
3/27/2003	0	CITY COUNCIL	READ		
3/27/2003	0	CITY COUNCIL	PASSED	Pass	16:0
3/20/2003	0	CITY COUNCIL	ORDERED PLACED ON THIS DAY'S FIRST READING CALENDAR		
3/20/2003	0	CITY COUNCIL	SUSPEND THE RULES OF THE COUNCIL	Pass	
3/20/2003	0	CITY COUNCIL	ORDERED PLACED ON NEXT WEEK'S SECOND READING CALENDAR		
3/19/2003	0	Committee on Streets and Services	HEARING NOTICES SENT		
3/19/2003	0	Committee on Streets and Services	REPORTED FAVORABLY, RULE SUSPENSION REQUESTED		
3/19/2003	0	Committee on Streets and Services	HEARING HELD		
1/28/2003	0	CITY COUNCIL	Referred		
1/28/2003	0	CITY COUNCIL	Introduced	Pass	

Authorizing Tenet HealthSystem Hahnemann, LLC, owner of the property known as Hahnemann University Hospital, Broad and Vine Streets, Philadelphia, PA 19102, to construct, own and maintain underground conduit and 23 pedestrian light poles with attached banner arms on and under the west footway of Broad street, the south footway of Vine street and the east footway of Fifteenth street adjacent to the hospital property, all under certain terms and conditions.

*THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. Permission is hereby granted to Tenet HealthSystem Hahnemann, LLC, owner of the property Hahnemann Hospital, Broad Street and Vine Street, Philadelphia, PA 19102 to construct, use, own and maintain the following facilities on and under public rights-of-way:

(a) Four (4) one inch (1") diameter underground conduit lines approximately two feet, six inches (2'6") below the footway grade to supply power to the pedestrian lighting poles described in Section 1(b).

(i) Conduit #1 (Broad street) Beginning at a point approximately three hundred and forty-nine feet (349') north of the north curb line of Race street proceeding from the basement of the North Tower building and across the west footway of Broad street to a point approximately eight feet (8') west of the west curb line of Broad street. The conduit continues parallel to the curb line in a southerly direction for approximately three hundred and thirty-one feet (331') and terminates approximately eighteen feet (18') north of the north curb line of Race street. Laterals from the conduit provide electrical service to the eight (8) pedestrian poles listed in Section 1(b).

(ii) Conduit #2 (Vine Street North Tower) Beginning at a point approximately two hundred and fifty feet (250') east of the east curb line of Fifteenth street from the basement of the North Tower Building and across the south footway of Vine street to a point approximately seven feet (7') south of the south curb line of Vine street. The conduit continues parallel to the curb line in an easterly direction for approximately one hundred and eighteen feet (118') and terminates approximately three hundred and sixty-eight feet (368') east of the east curb line of Fifteenth street. Laterals from the conduit provide electrical service to the three (3) pedestrian poles listed in Section 1(b).

(iii) Conduit #3 (Fifteenth Street and Vine Street New College Building) Beginning at a point approximately seventy-four feet (74') south of the south curb line of Vine street from the basement of the New College Building and across the east footway of Fifteenth street to a tee approximately six feet (6') east of the east curb line of Fifteenth street. From the tee, the conduit splits and proceeds in a southerly and northerly direction.

South Conduit: proceeding parallel to the east curb line of Fifteenth street for approximately two hundred feet (200') and terminates at a point approximately two hundred and seventy-four feet (274') south of the south curb line of Vine street. Laterals from the conduit provide electrical service to the three (3) southerly pedestrian lights listed on Fifteenth street described in Section 1(b).

North Conduit: proceeding parallel to the east curb line of Fifteenth street for approximately sixty-two feet (62') to a point approximately twelve feet (12') south of the south curb line of Vine street. The conduit proceeds northeasterly for approximately eight feet (8') to a point approximately eleven feet (11') east of the east curb line of Fifteenth street and seven feet (7') south of the south curb line of Vine street. The conduit proceeds parallel to the south curb line of Vine street for approximately one hundred and eighty-three feet (183') and terminates at a point approximately one hundred and ninety-four feet (194') east of the east curb line of Fifteenth street. Laterals from the conduit provide electrical service to the five (5) westerly pedestrian lights on Vine street and the one (1) northerly pedestrian light on Fifteenth street described in Section 1(b).

(b) Twenty-three (23) pedestrian light poles with attached banner arms. Each pole is fourteen feet (14') high with the centerline of each pole located approximately thirty inches (30") behind the curb face. Each pole is on a reinforced concrete footing that is four feet (4') deep and is eighteen inches (18") in diameter. Each banner arm is approximately thirty inches (30") long and has a banner that is a minimum of ten feet (10') above the footway. The pedestrian light poles are at the following locations:

Eight (8) pedestrian lights on the west footway of Broad street leaving a clear footway of nineteen feet, six inches (19'-6"). Each light pole is centered north of the north curb line of Race street at the following distances:

- (i) eighteen feet (18')
- (ii) fifty-three feet (53')
- (iii) one hundred and fourteen feet (114')
- (iv) one hundred and ninety-five feet (195')
- (v) two hundred and twenty-five feet (225')
- (vi) two hundred and sixty-six feet (266')
- (vii) three hundred and eight feet (308')
- (viii) three hundred and forty-six feet (346')

Eight (8) pedestrian lights on the south footway of Vine street leaving a clear footway of eleven feet, six inches (11'-6"). Each light pole is centered east of the east curb line of Fifteenth street at the following distances:

- (i) forty-three feet (43')
- (ii) eighty-five feet (85')
- (iii) one hundred and nineteen feet (119')
- (iv) one hundred and sixty feet (160')
- (v) one hundred and ninety-four feet (194')
- (vi) two hundred and fifty-seven feet (257')
- (vii) three hundred and twenty-one feet (321')
- (viii) three hundred and sixty-eight feet (368')

Seven (7) pedestrian lights on the east footway of Fifteenth street leaving a clear footway of nine feet, six inches (9'-6"). Each light pole is centered south of the south curb line of Vine street at the following distances:

- (i) thirty-eight feet (38')
- (ii) seventy-two feet (72')
- (iii) one hundred and ten feet (110')
- (iv) one hundred and forty-eight feet (148')
- (v) one hundred and eighty-nine feet (189')
- (vi) two hundred and nineteen feet (219')
- (vii) two hundred and seventy-four feet (274')

SECTION 2. Before exercising any rights and privileges under this Ordinance, Tenet HealthSystem Hahnemann, LLC must first obtain all required permits, licenses and approvals from all appropriate City departments, boards, agencies or commissions. No such department, board, agency or commission shall be required to issue any such permit, license or approval solely because this Ordinance has been enacted, it being the express intent of this Ordinance not to supersede any other provision of law governing the issuance of such permits, licenses or approvals. In addition, before exercising any rights or privileges under this Ordinance, Tenet HealthSystem Hahnemann, LLC shall enter into an agreement ("Agreement") with the appropriate City department(s), in form satisfactory to the Law Department, to provide that Tenet HealthSystem Hahnemann, LLC shall, *inter alia*:

(a) furnish the City with a bond with a corporate surety in the amount and in form satisfactory to the Law Department to insure compliance with all the terms and conditions of this Ordinance and the Agreement and to protect and to indemnify the City from all damages or claims for damages which may arise directly or

indirectly as a result of the construction, ownership, and maintenance of the facilities authorized by Section 1 of this Ordinance. Alternatively, if approved by the City of Philadelphia Office of Risk Management, furnish the City with documentation in a form acceptable to the Law Department that Tenet HealthSystem Hahnemann, LLC is self bonding to insure compliance with all terms and conditions of this Ordinance and the Agreement and to protect and to indemnify the City from and against all damages or claims for damages with may arise directly as a result of ownership, construction, maintenance and removal of the underground conduit and various pedestrian light poles with banner arm attachments authorized in Section 1;

(b) secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City, or from any other governmental entity as may be required by law;

(c) assume the cost of all changes or adjustments to, or relocation or abandonment of, all utilities and structures within the public right-of-way which are necessary for the installation of the facilities authorized by Section 1 of this Ordinance;

(d) carry public liability and property damage insurance that covers the facilities authorized to be constructed within the public right-of-way in Section 1, naming the City of Philadelphia as an insured party, in such amounts as shall be reasonably satisfactory to the Law Department. Alternatively, if approved by the City of Philadelphia Office of Risk Management, furnish the City with documentation in a form acceptable to the Law Department acknowledging that Tenet HealthSystem Hahnemann, LLC is self insured and will protect the City against liability for property damages and liability for injuries or death to persons, including injuries to employees of the Tenet HealthSystem Hahnemann, LLC as a result of ownership, construction, maintenance and removal of the underground conduit, various pedestrian light poles with attached banner arms described in Section 1;

(e) remove or relocate any or all of the facilities authorized by Section 1 of this Ordinance from the public right-of-way within sixty (60) days after lawful service of notice by the City of Philadelphia;

(f) remove any or all of the facilities authorized by Section 1 of this Ordinance from the public right-of-way pursuant to the applicable City specifications within sixty (60) days when any of the facilities described in Section 1 are no longer used for the purpose authorized by this Ordinance; and

(g) submit “built plans” to the City of Philadelphia in a form designated by the City for the underground conduit authorized by Section 1 within ninety (90) days after the conduit is installed.

SECTION 3. The Law Department shall include in the Agreement such other terms and provisions as shall be deemed necessary to protect the interest of the City of Philadelphia.

SECTION 4. The permission granted by this Ordinance shall automatically terminate without any further legislative action by the City of Philadelphia when the facilities authorized by Section 1 of this Ordinance are no longer being used by Tenet HealthSystem Hahnemann, LLC for the purpose authorized by this Ordinance.

SECTION 5. The permission granted to Tenet HealthSystem Hahnemann, LLC to construct, own and maintain the facilities authorized by Section 1 of this Ordinance shall expire without any further action by the City of Philadelphia if Tenet HealthSystem Hahnemann, LLC has not entered into the Agreement and satisfied all requirements of the Agreement that are listed in Section 2 of this Ordinance within one (1) year after this Ordinance becomes law.

SECTION 6. This Ordinance shall not become effective unless the sum of two hundred dollars (\$200.00), toward the costs thereof, is paid into the City Treasury within sixty (60) days after this Ordinance becomes law.