

Legislation Text

File #: 060341, **Version:** 0

Authorizing Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” to construct, operate and maintain an open-air sidewalk café located at 1040 N. 2nd Street, under certain terms and conditions.

WHEREAS, Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” have requested permission to construct, operate and maintain building encroachments consisting of an open-air sidewalk café located at 1040 N. 2nd Street, Philadelphia, PA 19123; now, therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” her successors and assigns, are hereby authorized to construct, operate and maintain an open-air sidewalk café with eight tables located at 1040 N. 2nd Street, Philadelphia, PA 19123, as follows:

Eight (8) tables, approximately two feet (2’) wide by four feet (4’) long, to accommodate thirty-two (32) occupants are proposed for the west sidewalk of N. 2nd Street adjacent to the building located at 1040 N. 2nd Street. The tables and chairs will encroach approximately four feet (4’) onto the west footway of N. 2nd Street leaving approximately nine feet (9’) of clear footway. The first table will be located approximately eighteen feet (18’) south of the south curb line of George Street and the last table will be located approximately seventy-two feet (72’) south of the south curb line of George Street. No rails will be used.

SECTION 2. The construction, operation and maintenance of the open-air sidewalk café as listed in Section 1 above shall be in accordance with the laws, rules and regulations of the City of Philadelphia, and specifically those of the Department of Licenses and Inspections, the Department of Streets and the Art Commission.

SECTION 3. Before exercising any rights or privileges under this Ordinance, Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” must first obtain or have their contractor(s) obtain all required permits, licenses and approvals from all appropriate 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 and privileges under this Ordinance, Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” shall enter into an agreement (“Agreement”) with the appropriate City department or departments, satisfactory to the Law Department, providing that Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” shall, *inter alia*:

(a) agree that when given thirty (30) days written notice from the City, Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” shall remove the open-air sidewalk café without cost or expense to the City and shall restore the aforesaid cartways and footways at no cost or expense

to the City to accommodate a municipal or municipal-sponsored construction project;

(b) furnish the City with a bond with corporate surety in an amount required by the Department of Streets and in a form satisfactory to the Law Department to insure the compliance with all the terms and conditions of this Ordinance and the aforementioned Agreement;

(c) assume the costs and expenses of all changes and adjustments to, and relocation or abandonment of City utilities and City structures wherever located as may be necessary by the reason of the construction, operation and maintenance of the open-air sidewalk café;

(d) agree to defend, save harmless and indemnify the City from and against all damages or claims for damages which may arise directly or indirectly as result of the construction, operation and maintenance of the open-air sidewalk café or its removal;

(e) carry public liability and property damage insurance, co-naming the City of Philadelphia as an insured party, in such amounts as shall be satisfactory to the Law Department, or in lieu thereof, submit documentation in form and content acceptable to the City that Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” is self-insured and is providing the City of Philadelphia that same coverage and benefits had the insurance requirements been satisfied by an insurance carrier authorized to do business in the Commonwealth of Pennsylvania;

(f) insure that all construction contractors for the open-air sidewalk café carry public liability and property damage insurance, naming the City of Philadelphia as an insured party in such amounts as shall be satisfactory to the Law Department;

(g) give the City and all public utility companies the right of access, ingress and egress for the purpose of inspection, maintenance, alteration, relocation or reconstruction of any of their respective facilities which may lie within the public right-of-way of any affected streets aforesaid;

(h) insure that the eight tables for the open-air sidewalk café encroach onto the west footway of N. 2nd Street by no more than the dimensions listed in Section 1, provided that the Streets Department, in its sole, unreviewable discretion, may allow minor variation of the dimension limits within the standard tolerance of current engineering practice; and

(i) provide notarized written permission from the owner of 1040 N. 2nd Street, which is Liberties Walks Associates, L.P., located at 969 N. 2nd Street, Philadelphia, PA 19123, for the construction, operation and maintenance of an open-air sidewalk café at this location.

SECTION 4. The Law Department shall include in the Agreement such other terms and conditions as shall be deemed necessary to protect the interests of the City.

SECTION 5. The authorization granted to Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” to construct, operate and maintain the open-air sidewalk café described in Section 1 shall expire without any further action by the City if Laura Vernola and LW Restaurant Holdings, d/b/a “Deuce Restaurant,” has not entered into the Agreement and satisfied all requirements of the Agreement 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), towards the costs thereof, is paid into the City Treasury within sixty (60) days after this Ordinance becomes law.