Legislation Details (With Text)

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File created:	3/23/2017			**In control:**	Committee on Streets and Services
On agenda:				**Final action:**	5/11/2017
Title:	Authorizing Brandywine Operating Partnership, L.P. to construct, own and maintain various right-of-way encroachments at 1900 Market Street, Philadelphia, PA, on Market Street, under certain terms and conditions.				
Sponsors:	Council President Clarke, Councilmember Greenlee				
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Date	Ver.	Action By	Action	Result	Tally
5/22/2017	0	MAYOR	SIGNED		
5/11/2017	0	CITY COUNCIL	READ AND PASSED	Pass	17:0
5/4/2017	0	CITY COUNCIL	ORDERED PLACED ON THIS DAY`S FIRST READING CALENDAR		
5/4/2017	0	CITY COUNCIL	SUSPEND THE RULES OF THE COUNCIL	Pass	
5/4/2017	0	CITY COUNCIL	READ AND ORDERED PLACED ON NEXT WEEK'S SECOND READING CALENDAR		
4/28/2017	0	Committee on Streets and Services	HEARING NOTICES SENT		
4/28/2017	0	Committee on Streets and Services	HEARING HELD		
4/28/2017	0	Committee on Streets and Services	REPORTED FAVORABLY, RULE SUSPENSION REQUESTED		
3/23/2017	0	CITY COUNCIL	Introduced and Referred	Pass	

Authorizing Brandywine Operating Partnership, L.P. to construct, own and maintain various right-of-way encroachments at 1900 Market Street, Philadelphia, PA, on Market Street, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Permission is hereby granted to Brandywine Operating Partnership, L.P., 555 E. Lancaster Avenue, Suite 1, Wayne, PA 19087 ("Owner") to construct, own and maintain various right-of-way encroachments ("Encroachment") at 1900 Market Street, Philadelphia, PA 19103, as follows:

Encroachment Description:

Six (6) planters in three (3) sections will encroach within the City right-of-way along the property line onto the south footway of Market Streets between south 19th Streets and south 20th Street

The planters will extend approximately thirty-seven and eight-tenths (37.8) feet as measured along the length of the footway and will encroach approximately seven and two-tenths (7.2) feet, leaving approximately eleven and three-tenths (11.3) feet of clear, unobstructed footway at the southwest corner and approximately eleven and eight-tenths (11.8) feet of clear, unobstructed footway at the southeast corner.

SECTION 2. The construction, use and maintenance of the Encroachment described and listed in Section 1 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, provided that the Department of Streets, in its sole, unreviewable discretion, may allow minor variations of the dimension limits of Section 1, within standard tolerances of current engineering practice.

SECTION 3. Before exercising any rights or privileges under this Ordinance, Owner must first obtain or have its 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, Owner shall enter into an agreement ("Agreement") with the appropriate City department or departments, satisfactory to the City Solicitor, to provide that Owner, *inter alia*:

(a) agrees that upon one hundred and eighty (180) days notice from the City, it shall remove the Encroachment (which includes the detectable warning strips) and restore the footway without cost or expense to the City and shall remove the Encroachment at no cost and expense to the City of Philadelphia when given written notice to do so by the City of Philadelphia to accommodate a municipal or municipal sponsored construction project;

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

(c) shall assume the costs 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 of the Encroachment;

(d) shall 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 City Solicitor, or in lieu thereof, submit documentation in form and content acceptable to the City that Owner is self-insured and is providing the City of Philadelphia the same coverage and benefits had the insurance requirements been satisfied by an insurance carrier authorized to do business in the Commonwealth of Pennsylvania;

(e) shall insure that all construction contractors for the Encroachment carry public liability and property damage insurance, naming the City of Philadelphia as an insured party in such amounts as shall be reasonably satisfactory to the City Solicitor; and

(f) shall 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 footway adjacent to the Encroachment described in Section 1; and

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(g) shall maintain such planters described in Section 1 of this Ordinance in a manner consistent with that of a Class A office building interior maintenance, frequency and care, under a separate monthly contract agreement; and

(h) indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss resulting from injury to, or death to persons or damage to property arising out of, resulting from, or in any manner caused by the presence, location, use, operation, installation, maintenance, replacement or removal of the Encroachment. Owner shall also agree to release the City from any and all claims relating to the Encroachment, including if ordered removed or when street, sidewalk or utility construction occurs; and

(i) furnish the City with either 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 Agreement, or in lieu thereof, submit documentation in a form and content acceptable to the City that Owner self-assumes the liabilities and obligations normally covered by the Surety Bond.

SECTION 4. The City Solicitor 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 permission granted to Owner to legalize the Encroachment described in Section 1 shall expire without any further action by the City of Philadelphia if Owner has not entered into an Agreement and satisfied all requirements of the Agreement that are listed in Section 3 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 costs thereof, is paid into the City Treasury within sixty (60) days after the date this Ordinance becomes law.

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