

## Legislation Text

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**File #: 200575, Version: 0**

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Authorizing an encroachment in the nature of a pedestrian staircase to directly access Green Lane Bridge in the vicinity of 1 Leverington Avenue, under certain terms and conditions.

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

SECTION 1. Permission is hereby granted to the Locks Homeowner Association or any owner or subsequent owner ("Owner") of the property at Venice Island, 1 Leverington Avenue, Philadelphia, PA 19127 (the "Property") to install, own, and maintain a certain portion of its pedestrian staircase that spans the public right-of-way and adjoins Owner's pedestrian staircase with Green Lane Bridge ("Landing Area). Owner shall own, install and maintain the Landing Area as follows, subject to all restrictions set forth in this

Encroachment Description: The Landing Area shall abut Green Lane Bridge and extend into the public right-of-way on the north side of Venice Island ("Encroachment").

(a) Dimension. The Encroachment shall measure approximately five feet (5'-0") wide, centered between the two pilasters straddling Venice Island, and encroach from the north Green Lane Bridge Right-of-Way approximately eight feet ten inches (8'-10") towards the south, but no further than the inside face of the north bridge parapet.

(b) Height. The height of the staircase shall not exceed the height of Green Lane Bridge's parapet.

(c) Required Use. The Encroachment shall join Owner's pedestrian staircase with Green Lane Bridge serving as a connection between the two structures providing ingress and egress to the Property and shall be open to use by the residents of The Locks and the public in accordance with the terms set forth in the Agreement.

SECTION 2. The construction, use, maintenance, repair and/or removal 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 and 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. The following shall apply to the Encroachment:

(a) The location of the Encroachment must permit a clear walking zone width of more than eight (8) feet or the width of Green Lane Bridge's sidewalk, whichever is greater.

(b) The GLBS foundation must maintain a distance of at least eight feet, ten inches (8'-10") from Green Lane Bridge.

SECTION 4. 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 provision of law governing the issuance of such permits, licenses or approvals except as expressly provided in this Ordinance. 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) shall remove the Encroachment for any reason and at any time at the request of the City of Philadelphia. Removal shall be without cost or expense to the City of Philadelphia and occur within thirty-five (35) calendar days following receipt of the City’s written notice to do so;

(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 as set forth in the Agreement, 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 foregoing 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 as set forth in the Agreement;

(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;

(g) 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 in accordance with the terms set forth in the Agreement. 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 under Section 8 of the Agreement; and

(h) furnish the City with either a bond with corporate surety in an amount 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 5. 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 6. The permission granted to Owner to construct, use and maintain the Encroachment described in Sections 1 shall expire without any further action by the City of Philadelphia if Owner has not entered into an Agreement containing all requirements of the Agreement that are listed in Section 4 of this Ordinance within one (1) year after this Ordinance becomes law.

SECTION 7. 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.