

WILLIAM PEDUTO  
MAYOR



KARINA RICKS  
DIRECTOR

## MEMORANDUM

To: Director Chris Hornstein - Public Works  
Director Sarah Kinter - PLI  
Director - Finance  
Anthony Bilan - Law

From: Director Karina Ricks

Handwritten signature of Karina Ricks.

CC: Jen Massacci

Date: June 2, 2021

Re: Encroachment Permit

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We have a request for an encroachment permit at 4748 LIBERTY AVE, in the 8<sup>th</sup> Ward, 7<sup>th</sup> Council District, as shown on the attached plan. A copy of the request is also attached.

Charlie Dees, is proposing to install a new ADA compliant entrance ramp to the existing building. It is necessary for the building to be ADA compliant in accordance with the City of Pittsburgh Code.

Kindly let us know if you have objection to this request.

KR/JM

Attachments

WILLIAM PEDUTO  
MAYOR



KARINA RICKS  
DIRECTOR

June , 2021

President and Members  
City Council  
City of Pittsburgh

**RE: 4748 LIBERTY AVE  
ENCROACHMENT**

Dear President and Members of City Council:

We have a request for an encroachment permit at 4748 LIBERTY AVE, in the 8<sup>th</sup> Ward, 7<sup>th</sup> Council District, as shown on the attached plan. A copy of the request is also attached.

Charlie Dees, is proposing to install a new ADA compliant entrance ramp to the existing building. It is necessary for the building to be ADA compliant in accordance with the City of Pittsburgh Code.

Your favorable approval of this proposed Resolution is hereby recommended.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Ricks", written over a horizontal line.

Karina Ricks  
Director

KR:JM  
Attachments

Department of Mobility and Infrastructure  
City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

March 18, 2021

Dear Karina Ricks,

This letter is to inform you of the intended building of an ADA compliant ramp on the building 4748-4750 Liberty Ave in Bloomfield. It is necessary for the building to be ADA compliant in accordance with the City of Pittsburgh Code. The ramp will be encroaching on the city sidewalk from the front of this building.

Sincerely,

Charles Dees  
Owner  
4748-4750 Liberty Ave  
Pittsburgh, PA 15224

**Application for an Encroachment on City Dedicated Right-Of-Way**

**Date:** \_\_\_\_\_ 5/6/21 \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_ Charles Dees \_\_\_\_\_

**Property Owner's Name (if different from Applicant):** \_\_\_\_\_

**Address:** \_\_\_\_\_ 4748 Liberty Ave Pittsburgh, PA 15224

**Phone Number:** (908) 507-0513 **Alternate Phone Number:** (412) 742-7274

**Location of Proposed Encroachment:** Front of the Building on Liberty Ave sidewalk

**Ward:** \_\_\_\_\_ 8 \_\_\_\_\_ **Council District:** \_\_\_\_\_ 7 \_\_\_\_\_ **Lot and Block:** \_\_\_\_\_ 51-A-28/51-A-29 \_\_\_\_\_

**What is the properties zoning district code:** \_\_\_\_\_ LNC \_\_\_\_\_ (zoning office 255-2241)

**Planning/Zoning Case OneStop Number (if applicable):** ZDR-2021-02855 \_\_\_\_\_

**Is the existing right-of-way, a street or a sidewalk?** \_\_\_\_\_ sidewalk \_\_\_\_\_

**Width of Existing Right-of-Way (sidewalk or street):** \_\_\_\_\_ 40.03' \_\_\_\_\_ (Before encroachment)

**Length of Existing Right-of-Way (sidewalk or street):** \_\_\_\_\_ 15.83' \_\_\_\_\_ (Before encroachment)

**Width of Proposed Encroachment:** \_\_\_\_\_ 4.00' \_\_\_\_\_

**Length of Proposed Encroachment:** \_\_\_\_\_ 16.50' \_\_\_\_\_

**Number of feet the proposed object will encroach into the ROW:** \_\_\_\_\_ 4.00' \_\_\_\_\_

**Description of encroachment:** \_\_\_\_\_ Accessible Building Entrance Ramp and Landing \_\_\_\_\_

**Reason for application:** \_\_\_\_\_ Accessible Building Entrance Ramp and Landing to make the building fully ADA

Compliant. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **APPLICATION CHECKLIST**

***The following items are necessary in order to process any encroachment.  
Applications missing documents remain in an incomplete status.***

- Letter of request to Karina Ricks, Director of Mobility and Infrastructure
- **Property Owners'** Certificate of Insurance – listing the City of Pittsburgh as an additional insured in the amounts listed: Public Liability \$ 100,000.00 - \$ 300,000.00 Property Damage \$ 50,000.00 (must be the Property Owners Insurance)
- Profile picture or drawing with dimensions/specs of the proposed structure to be placed on the site of the encroached property – **STAMPED WITH ZONING APPROVAL or OneStop ZDR#**
- Copy of a survey or plot plan of the property
- Documentation from all corresponding utility companies stating approval/easement/agreement
- Application Fee \$250 made payable to Treasurer City of Pittsburgh, if paying by check

**REMEMBER TO ATTACH ALL REQUIRED INFORMATION.** (*Letter to the Director, Property Owner's Insurance certificate - listing the City of Pittsburgh as an additional insured, maps, specs ,zoning approved drawings, utility approval documentation, application fee of \$250.00*)

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**For Office Use:**

\$250.00 Application fee Received /Check # \_\_\_\_\_ Received Plot Plan or Survey \_\_\_\_\_

Received Required Insurance \_\_\_\_\_ Received detailed map of proposed encroachment \_\_\_\_\_

Received Utility Letters \_\_\_\_\_

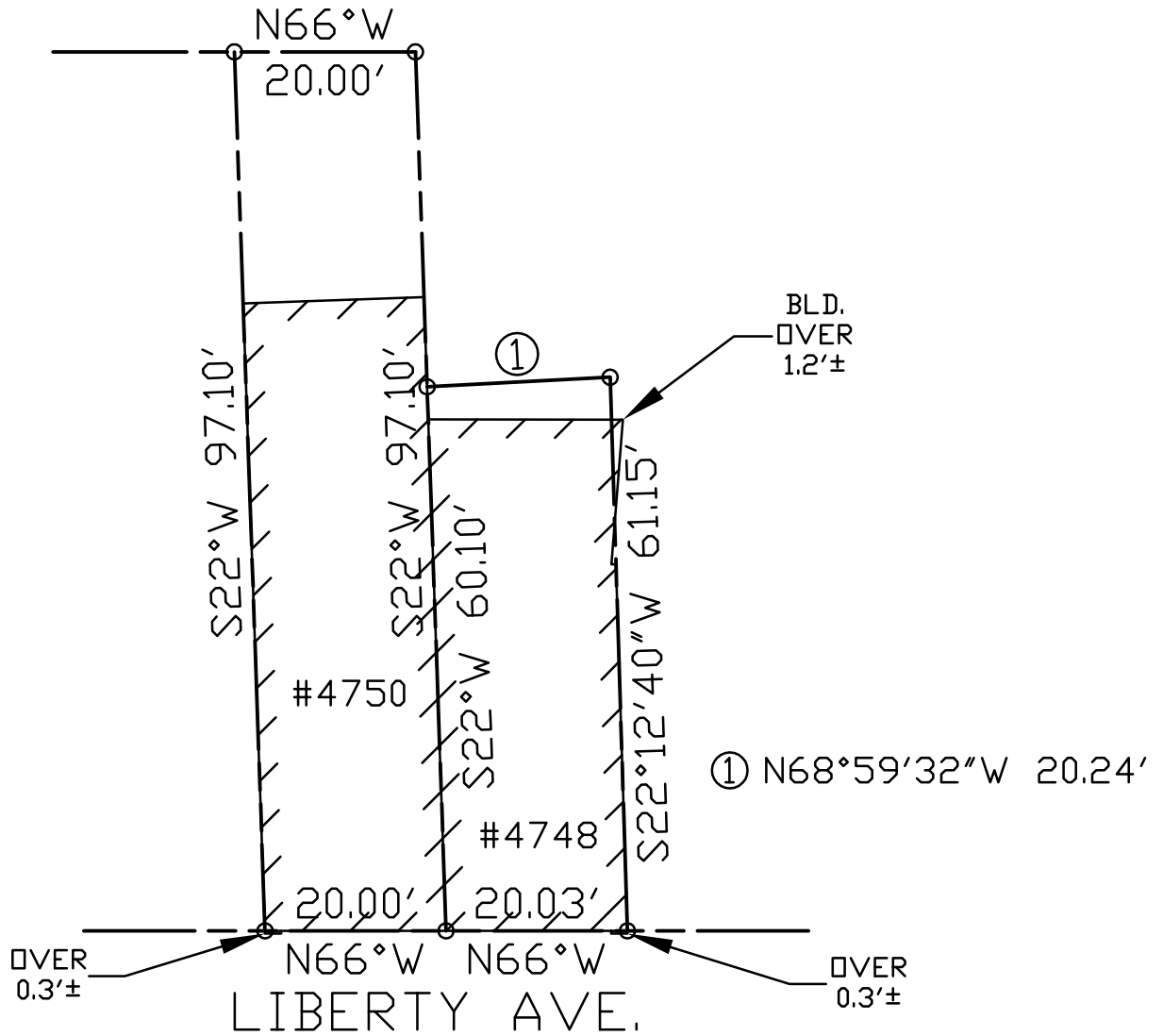
Received drawing or picture of completed project \_\_\_\_\_

Received picture of proposed encroached property \_\_\_\_\_

All tax information in compliance \_\_\_\_\_ delinquent \_\_\_\_\_

Date	<b>01/26/21</b>	
GLS Order #	<b>87856</b>	Client Order # <b>21-PA-25484</b>
Client	<b>BARRISTERS LAND ABSTRACT CO 21-PA-25484</b>	
Grantee:	<b>CHARLES DEES AND PAULA STUART</b>	Grantor <b>BEN S. FORMAN AND JOAN FORMAN</b>
Premises	<b>4748-4750 LIBERTY AVENUE PITTSBURGH, PENNSYLVANIA</b>	
Sublot / Orig Lot		Subdivision / Allotment
As recorded in	<b>ALLEGHENY COUNTY RECORDS, VOLUME , PAGE</b>	
Points of Interest	<b>BLD OVER SEE SURVEY</b>	
Description of the structure(s) on said subject premises:	<b>DWELLING WITH NO GARAGE</b>	

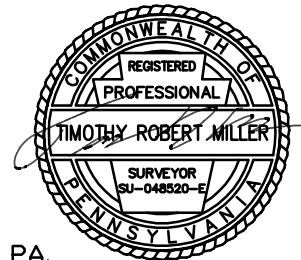




- NOTE:  
 1. BUILDING LOCATED ONLY  
 2. PA 1-CALL MUST BE INITIATED PRIOR TO ANY CONSTRUCTION  
 3. NO UTILITIES LOCATED  
 4. S+C= SURVEY & CALCULATED

PLAN OF SURVEY

SITUATED IN  
 8th WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY, PA.



MADE FOR  
 CHARLES DEES & PAULA STUART

SCALE 1"=20'

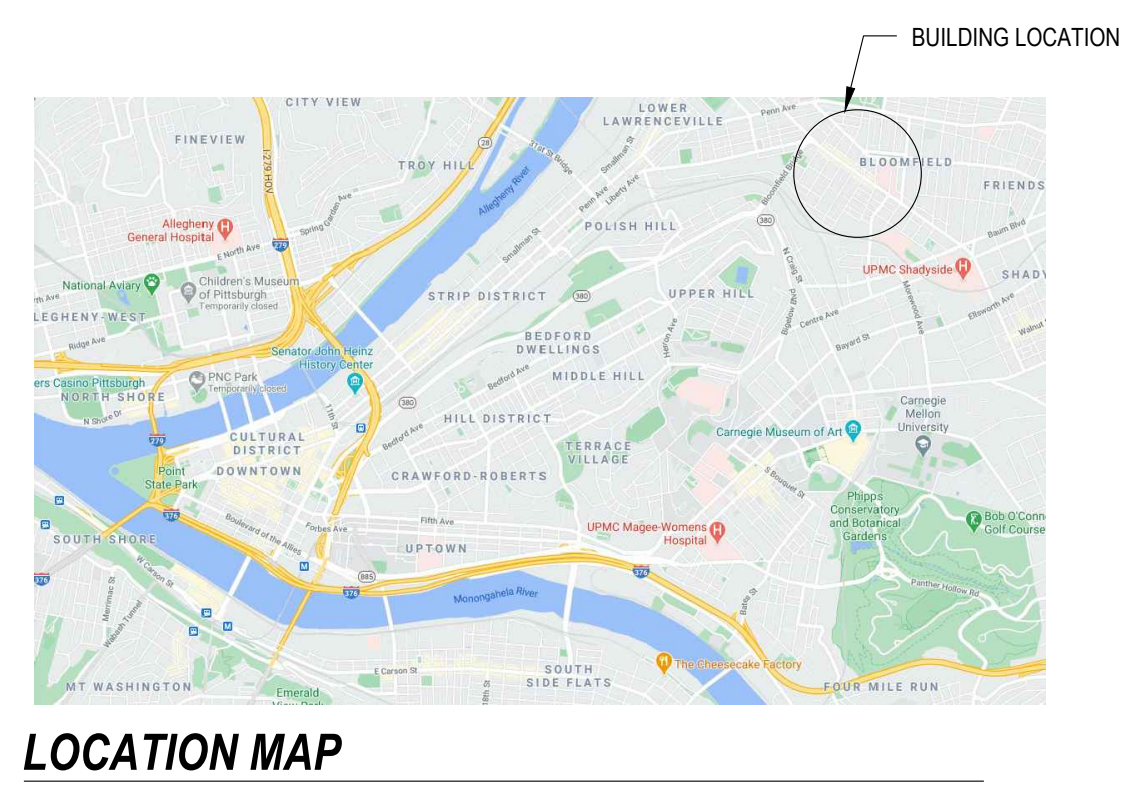
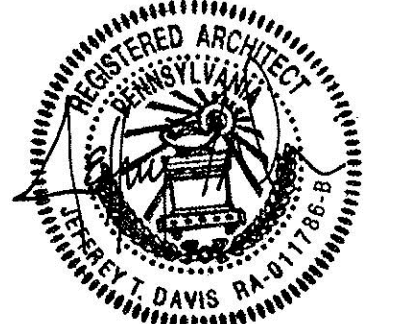
DATE 01-23-21

IN CONSIDERATION OF THE ACCEPTANCE OF THIS PLAN OF SURVEY I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF, THAT THIS IS A CORRECT PLAN OF SURVEY MADE BY ME UPON THE PREMISES SHOWING ALL BUILDINGS, EASEMENTS OR SERVITUDES APPARENT FROM A SURVEY MADE ON THE GROUND. THIS SURVEY PLAN IS SUBJECT TO ALL R/W'S AND EASEMENTS AS PER PRIOR DEEDS AND INSTRUMENTS OF RECORD.

ALL-POINTS SURVEYING CO. 3325 TARR HOLLOW RD., MURRYSVILLE, PA 15668 PHONE: (724) 325-5751  
 R87586



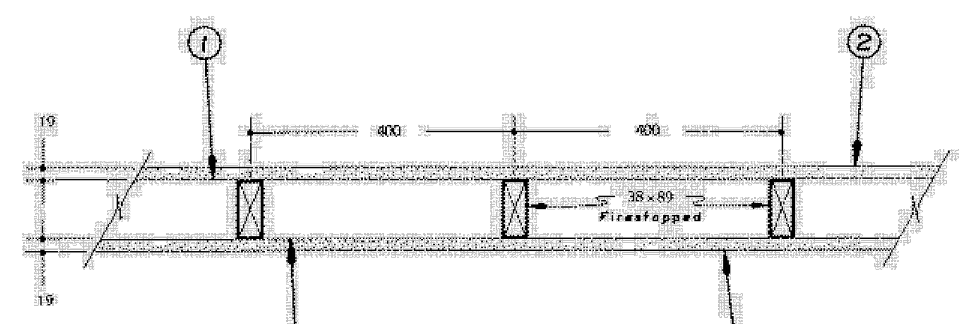




**TABLE 721.1(2)  
RATED FIRE-RESISTANCE PERIODS FOR VARIOUS WALLS AND PARTITIONS \*\*\***

MATERIAL	ITEM NUMBER	CONSTRUCTION	MINIMUM FINISHED THICKNESS FACE-TO-FACE (inches)			
			4 hours	3 hours	2 hours	1 hour
1. Brick of clay or shale	1-1.1	Solid brick of clay or shale <sup>1</sup> .	6	4.9	3.8	2.7
	1-1.2	Hollow brick, not filled.	5.0	4.3	3.4	2.3
	1-1.3	Hollow brick unit wall, grout or filled with perlite vermiculite or expanded shale aggregate.	6.6	5.5	4.4	3.0
	1-2.1	4" nominal thick units not less than 75 percent solid backed with a hat-shaped metal furring channel 1/2" thick formed from 0.021" sheet metal attached to the brick wall on 24" centers with approved fasteners, and 1/2" Type X gypsum wallboard attached to the metal furring strips with 1"-long Type S screws spaced 8" on center.	—	—	5'	—

**Design No. U315**  
March 02, 2012  
**Assembly Rating - 1 h**  
**Load Restricted — Assembly evaluated in accordance with Working Stress Design methods, for use under Limit States Design methods; refer to information under Guide BXUVC.**



**Bearing Wall - Combustible Construction (Finish Rating - 20 minutes)**

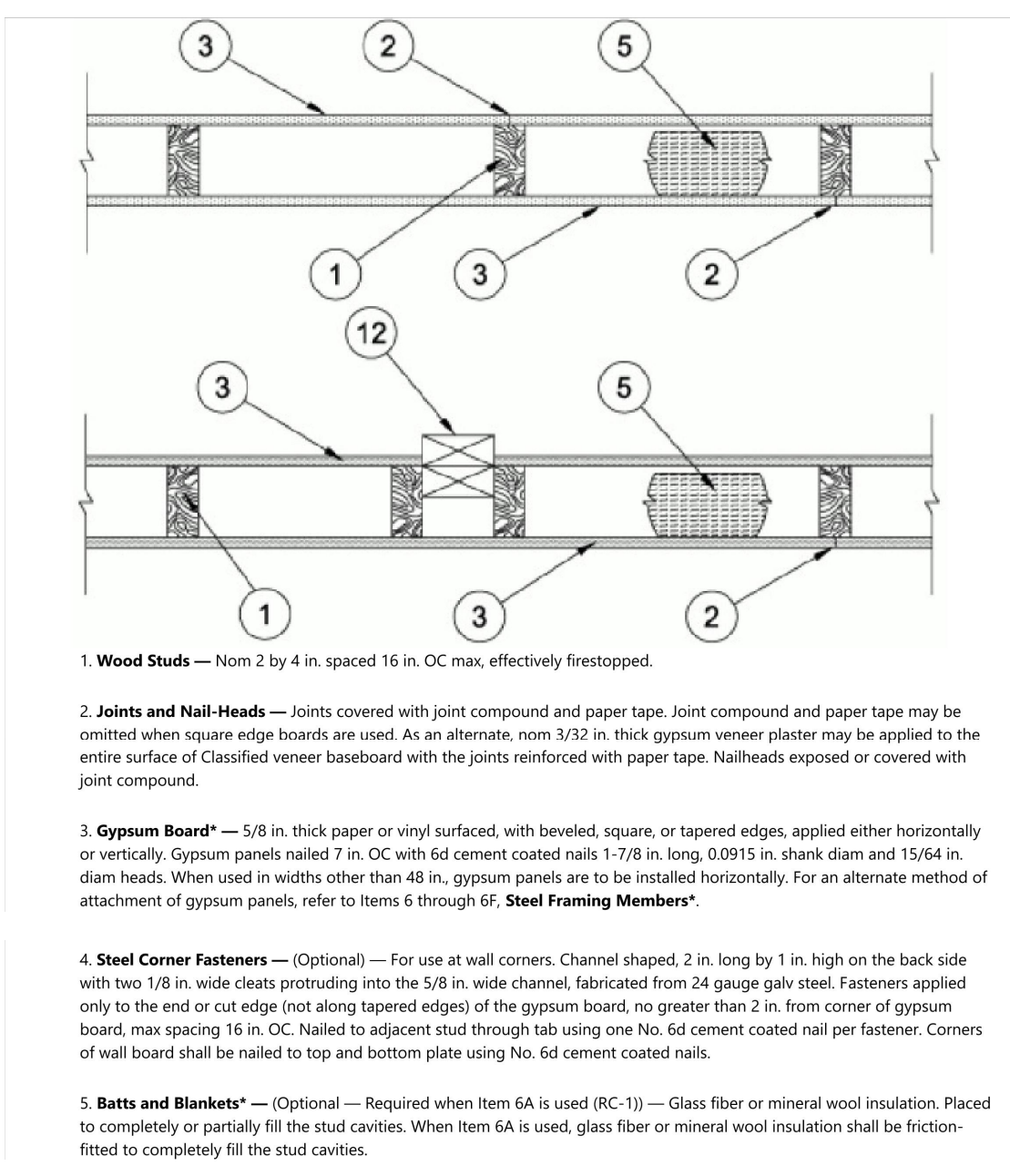
1. Lath — 1.8 kg/m<sup>2</sup> diamond-mesh expanded metal lath secured 175 mm OC with nails 29 mm, 2.3 mm, 9.5 mm head. Lath joints, vertical staggered and lapped 25 mm, horizontal lapped 15 mm joints tied with 1.2 mm wire between studs.

2. Vermiculite Aggregate — (CJZZC), Scratch coat 49 to 62 dm<sup>3</sup> brown coat 75 to 87 dm<sup>3</sup> vermiculite aggregate mixed with 40 kg of fibred gypsum to form a vermiculite plaster. SPECIALTY VERMICULITE CORP

**Design No. U305**  
October 06, 2020  
**Bearing Wall Rating — 1 Hr**  
**Finish Rating — See Items 3, 3A, 3D, 3E, 3F, 3G, 3H, 3J and 3L.**  
**STC Rating - 56 (See Item 9)**

**This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7**

\* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.



**APPLICABLE CODES:**  
ICC Codes - 2015  
International Existing Building Code (IEBC)  
International Building Code (IBC)  
International Fire Code (IFC)  
International Plumbing Code (IPC), with Allegheny County Health Dept. Plumbing Code (ACHDPC) Amendments/Article XV  
International Mechanical Code (IMC)  
International Electrical Code (IEC)  
International Energy Efficiency Code (IECC).  
ICC Codes - 2018  
International Building Code (IBC) Chapter 11 - Accessibility  
International Existing Building Code (IEBC) Section 305.4 - Accessibility  
International Plumbing Code (IPC) Section 403.4 - Signage  
NFPA 70, National Electric Code (NEC) - 2008  
ICC/ANSI A117.1-2009 (ANSI)  
Americans with Disabilities Act (ADA) - 2010

**GENERAL BUILDING INFORMATION:**  
LNC, Local Neighborhood Commercial  
Gross Building Areas (Inside Face of Exterior Wall)  
Basement East: 800 sf (unoccupied)  
Basement West: 900 sf (unoccupied)  
First Floor: 2,370 sf  
Second Floor: 2,002 sf  
Total Occupied Area: 4,372 sf

**USE AND OCCUPANCY CLASSIFICATION** <IBC Chapter 3>  
- Proposed Use Group: B Business, Professional services, Exercise studio less than 50 persons  
- Previous Use Group: M Mercantile

**CHANGE OF OCCUPANCY CLASSIFICATION** <IEBC 1012>  
Where change of use occurs, comply with Alterations - Level 3 <IEBC 1012.1.1>

**Fire Protection Systems** <IEBC 1012.2.1>  
- Automatic sprinkler system is not required for Group B. <IBC 903.2>

**Fire Alarm and Detection System** <IEBC 1012.2.2>  
- Manual fire alarm system is not required. <IBC 907.2>

**Interior Finish Requirement** <IEBC 1012.3 and IBC Table 803.11>  
Exit enclosure & Corridor Rooms & enclosed spaces  
Group B A B C

**Means of Egress for Change of Use to Lower Hazard Category** <IEBC 1012.4.2>  
- Existing elements means of egress shall comply with the requirements of Chapter 7-9 of IEBC for the new occupancy classification.

**Single-Exit Buildings** <IEBC 1012.4.2>  
- Single exit for Group B is permitted where not more than two stories in height and not greater than 3,500 s.f. per floor when the exit access travel distance does not exceed 75 feet. The minimum fire-resistance rating of the exit enclosure and of the opening protection shall be 1 hour. <IEBC 805.3.1.1.2>  
- Existing multi-wythe masonry wall 18" wide - more than 1 hour rating <IBC Table 721.1(2)1-1.2>  
- Existing wood studs and plaster wall - 1 hour rating <UL U315>  
- Existing wood studs and gypsum wall board - 1 hour rating <UL U305>

**Egress Door** <IEBC 1012.4.2>  
- Egress doors does not have to swing in the direction of exit travel unless serving an occupant load greater than 50. <IEBC 805.4.2>  
- Panic hardware is not required. <IEBC 805.4.4>

**Corridor** <IEBC 1012.4.2>  
- Corridor fire resistance rating is not required for Occupancy B with occupant load less than 30. <IBC Table 1020.1>  
- Dead-end corridor shall not exceed 35 feet unless permitted by the IBC. <IEBC 805.6>  
- Dead-end corridor is only applicable where more than one exit is required. <IBC 1020.4>

**Handrails** <IEBC 1012.4.4 and IBC 805.9.1>  
- Every required exit stairway that has three or more risers shall be provided with handrails for the full length of the stairway on at least one side.

**Guards** <IEBC 1012.4.5 and IBC 805.11>  
- Every open portion of a stairway, landing or balcony that is more than 30 inches above the floor shall be provided with guards.  
- Guards shall be not less than 42 inches high. <IBC 1015.3>  
- Required guards shall not have opening which allow passage of a sphere 4 inches in diameter from the walking surface to the required guard height. <IBC 1015.4>

**Height and Area for Change to Lesser Hazard Category** <IEBC 1012.5.2>  
- When a change of occupancy classification is made to an equal or lesser hazard category as shown in Table 1012.5, the height and area of the existing building shall be deemed acceptable.

**Exterior Wall Rating for Change of Occupancy Classification to an Lesser Hazard Category** <IEBC 1012.6.2>  
- When a change of occupancy classification is made to an equal or lesser hazard category as shown in Table 1012.6, existing exterior walls, including openings, shall be accepted.

**Opening Protectives** <IEBC 1012.6.3 Exception 4>  
- Exterior opening protectives are not required when a change of occupancy group is to an equal or lower hazard classification in accordance with Table 1012.6.

**Vertical Shafts** <IEBC 1012.7>  
- For stair enclosure rating refer to section above for "Single-Exit Buildings"  
- Existing vertical openings (shaft enclosure) do not require enclosures at buildings not exceeding 3,000 s.f. per floor. <IEBC 803.2.1 Exception 5.1>

**Accessibility** <IEBC(2015) 1012.8.2 and IBC(2018) 305.4.4>  
- Refer to Chapter 11 of IBC unless technically infeasible. <IEBC 705.1>  
- At least one accessible building entrance. <IEBC(2015) 1012.8.2.1 and IBC(2018) 305.4.2.1>  
- Signage complying with Section 1111 of the IBC. <IEBC(2015) 1012.8.2.3 and IBC(2018) 305.4.2.3>  
- Maximum height of threshold at doorways shall be 3/4". Such threshold shall have beveled edges on each side. <IEBC 705.1.1.2>  
- An accessible route to primary function shall be provided. Primary function area shall include toilet facilities and drinking fountains. <IEBC(2015) 1012.8.2.2, IBC(2015) 705.2 and IBC(2018) 305.4.2.2>  
- An accessible route is not required to stories not more than 3,000 sf and are located above and below accessible levels. <IBC 1104.4 Exceptions 1>  
- Each toilet room shall be accessible. Where a floor level is not required to be connected by an accessible route, the only toilet rooms within the facility shall not be located on the inaccessible floor. <IBC 1109.2>  
- Where drinking fountains are provided, not fewer than two drinking fountains shall be provided. One shall comply with the requirements for people who use a wheelchair and one shall comply with the requirements for standing persons. <IBC 1109.5.1>  
- Signage is required to identify accessible elements. Accessible toilet room; Accessible entrance where not all entrances are accessible; In interior exit stairways. <IBC 1111.1>

**Energy Conservation** <IEBC 908.1 and IECC Table C402.4>  
- Level 3 alterations to existing building or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code (IECC). The alterations shall conform to the IECC as they relate to new construction only.  
- Fixed Fenestration U-factor: 0.38  
- Entrance Door U-factor: 0.77  
- SHGC North PF-0.2: 0.53

**Vestibules** <IECC C402.5.7 Exceptions 4>  
- Vestibules are not required for doors that open directly from a space less than 3,000 square feet in area.

**LIFE SAFETY SYMBOLS LEGEND**

1 HOUR FIRE RESISTANCE RATED PARTITION REQUIRED
1 SF ROOM AREA
1 ROOM (EGRESS DESIGN) OCCUPANCY
FEC FIRE EXTINGUISHER & CABINET - 10 POUND 4A-80B-C
FIRE EXIT SIGNAGE (SINGLE SIDED, DOUBLE SIDED, WITH DIRECTION ARROW, WALL MOUNTED)
3/4 CLR MINIMUM CLEAR EGRESS WIDTH

**TYPES OF CONSTRUCTION** <IBC Chapter 6>  
**Construction Classification** <IBC 602>  
- VB Combustible construction

**Fire-resistance Rating Requirements for Building Elements** <IBC Table 601>  
Type VB Construction  
Structural Frame 0-hour  
Ext. Bearing Wall Existing accepted refer above 1-hour for new construction within 10 feet of property line  
Int. Bearing Wall 0-hour  
Ext. Non-Bearing Wall Existing accepted refer above 1-hour for new construction within 10 feet of property line  
Int. Non-Bearing Wall 0-hour  
Floor Construction 0-hour  
Roof Construction 0-hour

**FIRE PROTECTION SYSTEMS** <IBC Chapter 9>  
**Portable Fire Extinguishers** <IBC 906.2>  
- Portable Fire Extinguishers shall be installed in accordance with NFPA 10.  
- 75' maximum travel in Common Areas <IBC Table 906.3(1)>

**MEANS OF EGRESS** <IBC Chapter 10>  
**Maximum Floor Area Allowances per Occupant** <IBC Table 1004.1.2>

Design Occupant Type	Calculation	Occupancy Count
Business Areas	1,520 s.f. / 100 s.f.	15 occupants
Exercise Room	850 s.f. / 50 s.f.	17 occupants
Total 1st Floor	2,370 s.f.	32 occupants
2nd Fl Business	2,002 s.f. / 100 s.f.	20 occupants

**Minimum Egress Width**  
- Stairways serving occupant load of less than 50 shall have a width of not less than 36 inches. <IBC 1011.2 Exception 1>  
- Corridor serving an occupant load of less than 50 shall be 36 inches. <IBC Table 1020.2>  
- Other egress components: 32 occupants x 0.2 = 6.4 inches. <IBC 1005.3>

**Ramps**  
- Slope: 1:12 maximum <IBC 1012.2>  
- Cross Slope: 1:48 maximum <IBC 1012.3>  
- Landing: Bottom and Top of Ramp, 60 inches x 60 inches required where change of direction occurs <IBC 1012.6>  
- Ramps with rise greater than 6 inches shall have handrails on both sides <IBC 1012.8>  
- Handrails: Curb, rail or wall barrier 4 inches high minimum <IBC 1012.10.1>  
- Edge Protection: Curb, rail or wall barrier 4 inches high minimum <IBC 1012.10.1>

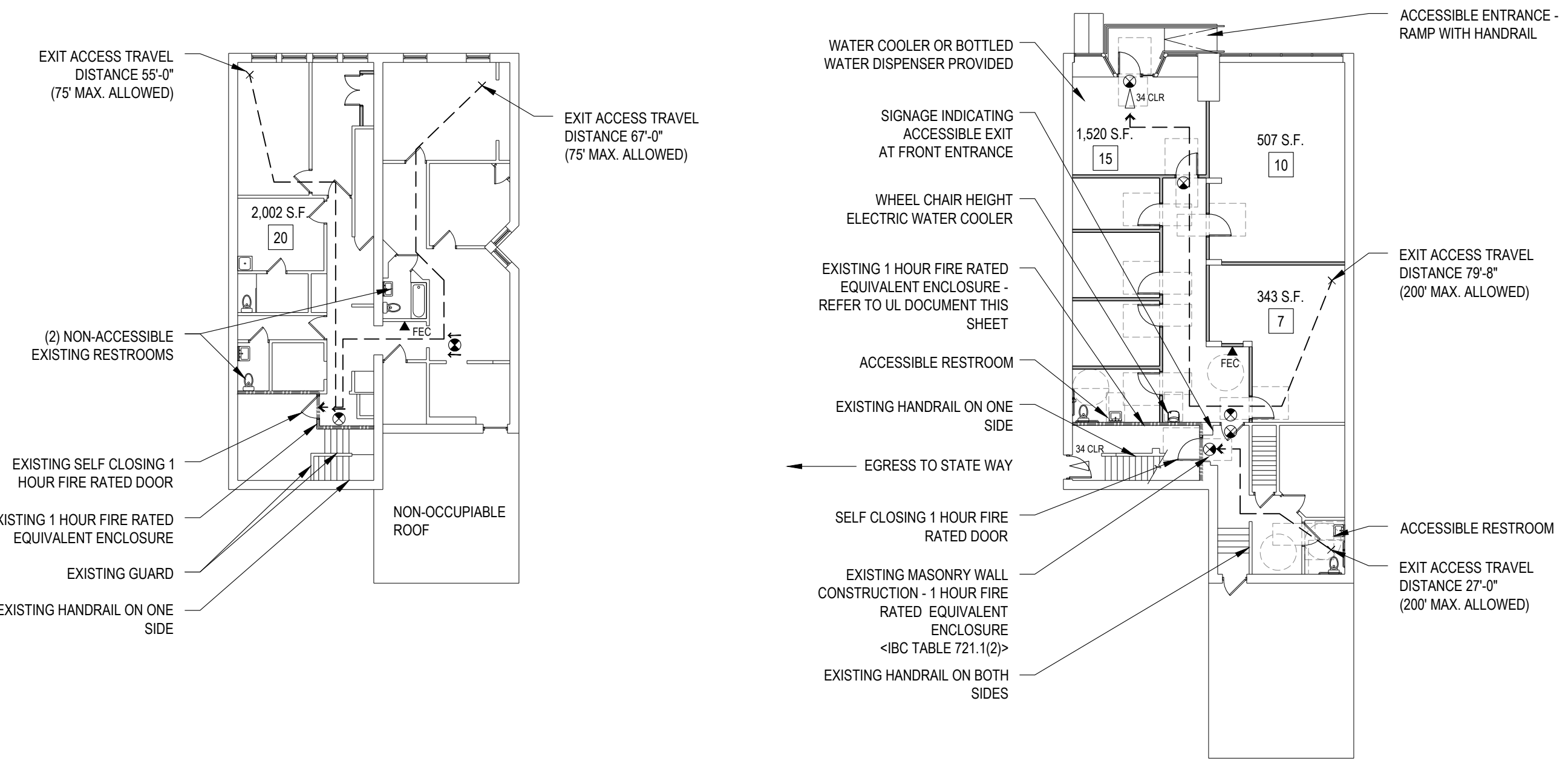
**Handrails**  
- Height: 34 inches minimum, 38 inches maximum <IBC 1014.2>  
- Extensions: Handrail shall return to a wall, guard or the walking surface. Handrail shall extend horizontally 12 inches minimum beyond the top and bottom of ramp runs. <IBC 1014.6>

**Exit Access Travel Distance** <Table 1017.2>  
- Group B: 200 feet maximum

**PLUMBING FIXTURES** <ACHDPC Chapter 4>

	Water Closet	Water Closet	Lavatory	Water Fountain
B	2 per 16-35	2 per 16-35	2 per 26-50	1

- 26 Male + 26 Female = 52 Occupants  
- 50% of the required drinking fountains can be substituted with water coolers or bottled water dispensers. <ACHDPC 410.1>



**Revisions**

△	
△	
△	
△	
△	
△	

**Scale**  
AS NOTED

**Drawn By**  
40 80

**Checked By**  
40 80

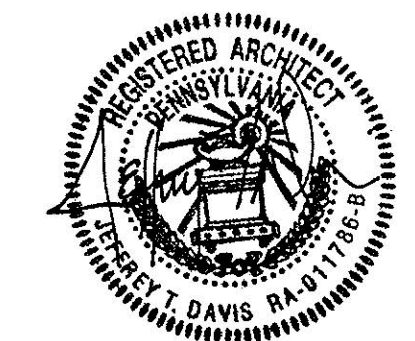
**Project No.**  
21-005

**Date**  
25 MARCH 2021

**Drawing Title**  
LIFE SAFETY FLOOR PLAN & CODE SUMMARY



Seal



Revisions


Scale

AS NOTED

Drawn By

40 80

Checked By

40 80

Project No.

21-005

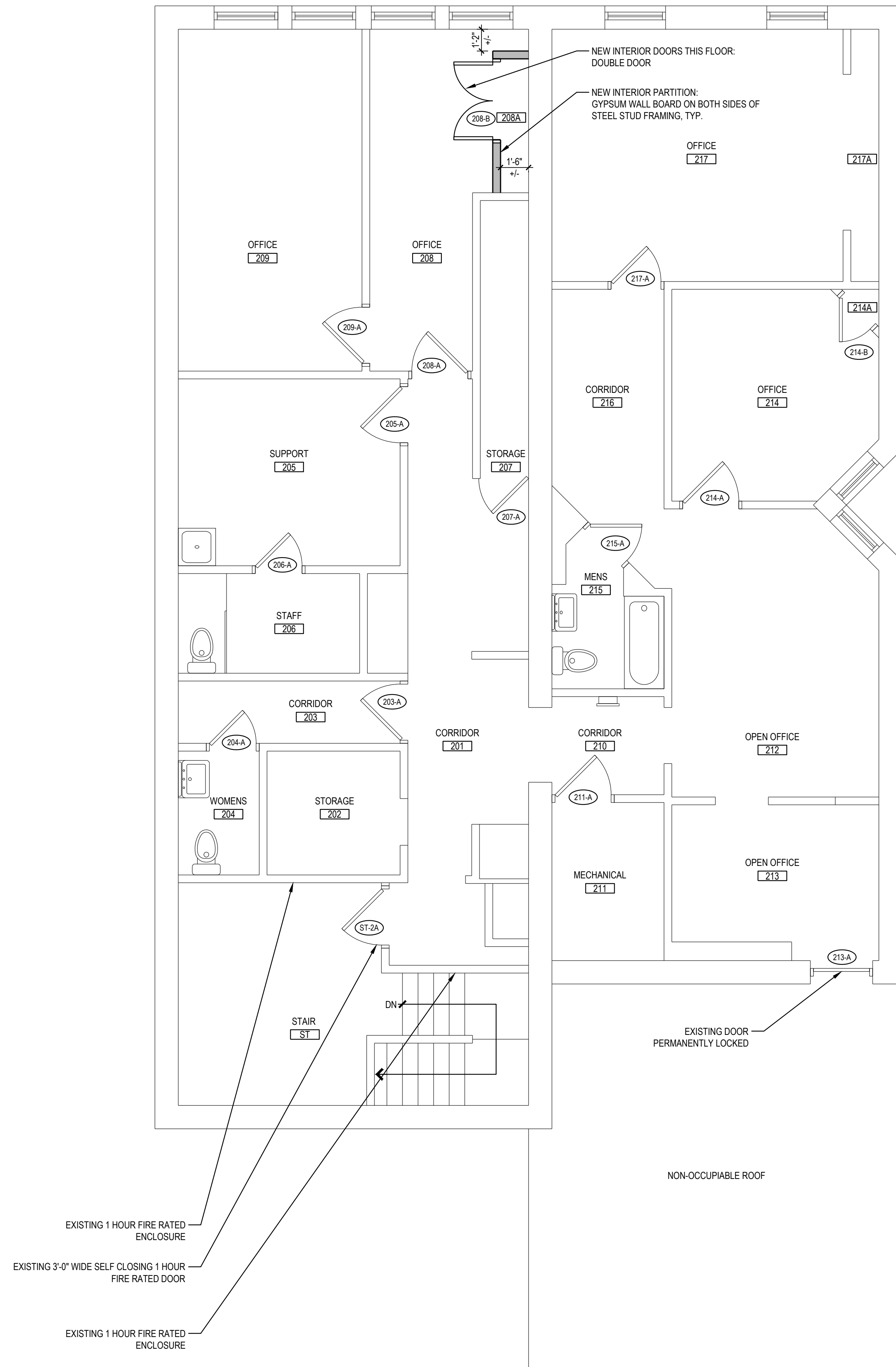
Date

25 MARCH 2021

Drawing Title

FLOOR PLANS

Drawing No.



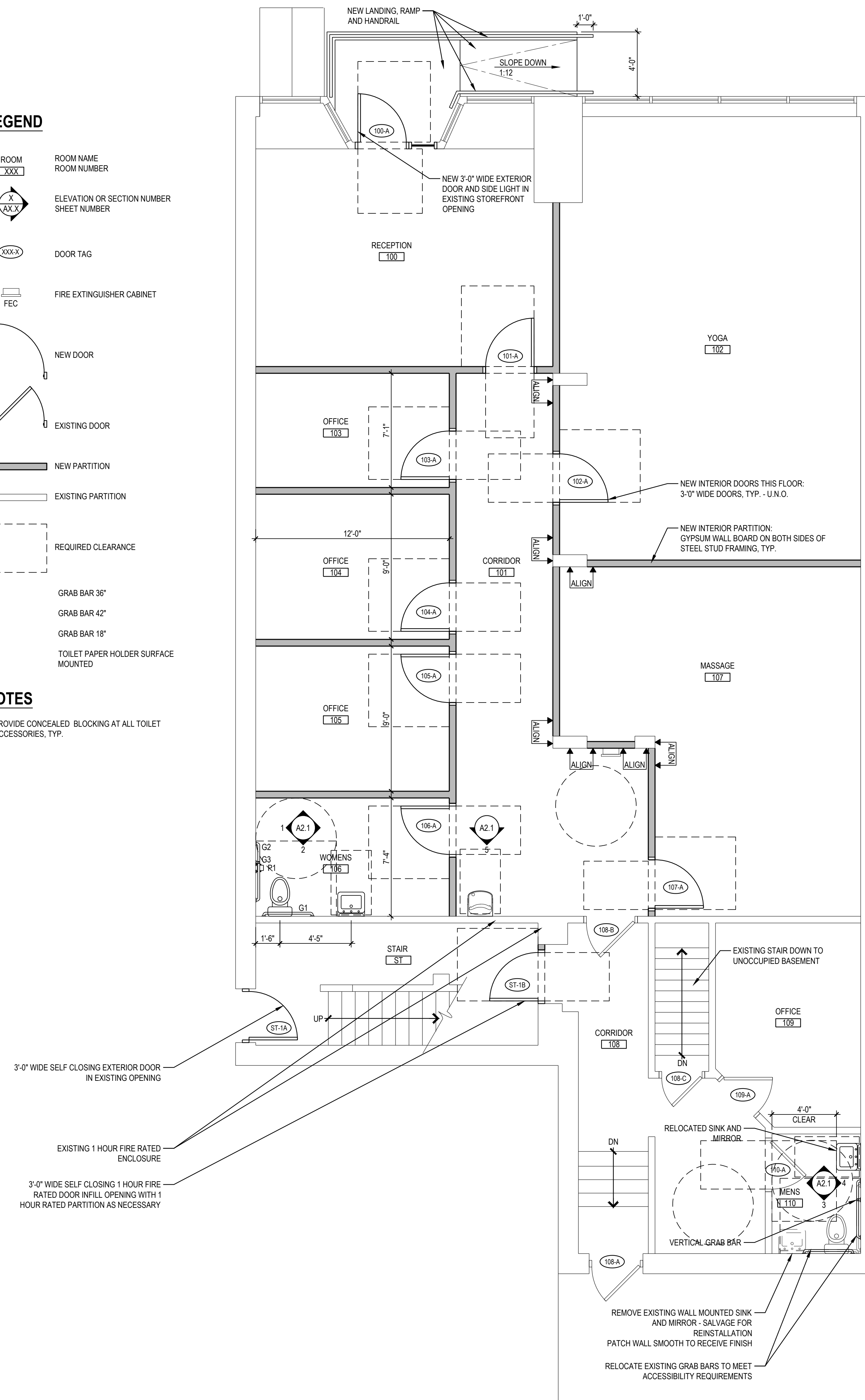
SECOND FLOOR PLAN  
1/4" = 1'-0"

LEGEND

- ROOM [XXX] ROOM NAME  
[XXX] ROOM NUMBER
- ELEVATION OR SECTION NUMBER SHEET NUMBER
- DOOR TAG
- FIRE EXTINGUISHER CABINET
- NEW DOOR
- EXISTING DOOR
- NEW PARTITION
- EXISTING PARTITION
- REQUIRED CLEARANCE
- G1 GRAB BAR 36"
- G2 GRAB BAR 42"
- G3 GRAB BAR 18"
- P1 TOILET PAPER HOLDER SURFACE MOUNTED

NOTES

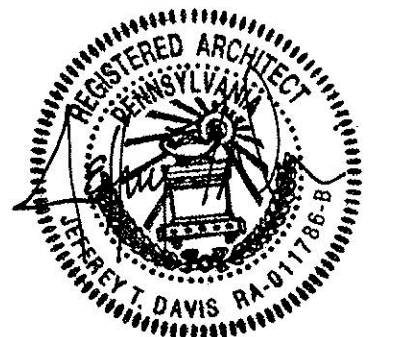
- PROVIDE CONCEALED BLOCKING AT ALL TOILET ACCESSORIES, TYP.



FIRST FLOOR PLAN  
1/4" = 1'-0"



Seal



**GENERAL NOTES:**

- HARDWARE SETS INDICATED FOR USE TYPE ONLY
- NEW LOCK AND LATCH SETS TO BE WITH LEVER HANDLES

**DOOR HARDWARE SETS:**

HARDWARE SET #1  
STOREFRONT LOCKABLE HARDWARE

- HARDWARE SET #2
- 1.5 PAIR BALL BEARING HINGES
  - 1.0 CLOSER
  - 1.0 LEVER LOCKSET, ENTRY
  - 1.0 WALL DOOR STOP
  - 1.0 PERIMETER WEATHER SEAL
  - 1.0 DOOR BOTTOM WEATHER SEAL
  - 1.0 THRESHOLD

- HARDWARE SET #3
- 1.5 PAIR BALL BEARING HINGES
  - 1.0 CLOSER
  - 1.0 LEVER LOCKSET, PASSAGE
  - 1.0 PERIMETER SMOKE SEAL
  - 1.0 DOOR BOTTOM SMOKE SEAL

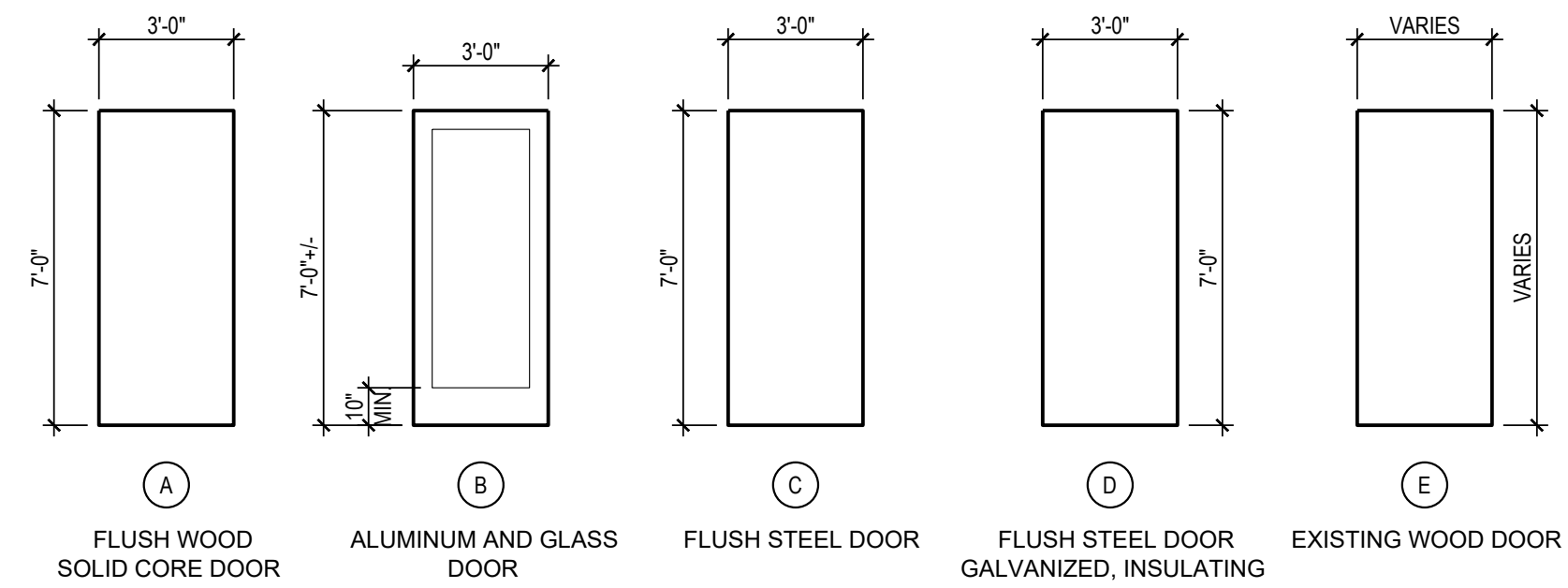
- HARDWARE SET #4
- 1.5 PAIR HINGES
  - 1.0 LEVER LOCKSET, PRIVACY
  - 1.0 WALL DOOR STOP

- HARDWARE SET #5
- 1.5 PAIR HINGES
  - 1.0 LEVER LOCKSET, PASSAGE
  - 1.0 WALL DOOR STOP

- HARDWARE SET #6
- 1.5 PAIR HINGES
  - 1.0 LEVER LOCKSET, OFFICE
  - 1.0 WALL DOOR STOP

- HARDWARE SET #7
- 3.0 PAIR HINGES
  - 2.0 LEVER LATCHSET, PASSAGE

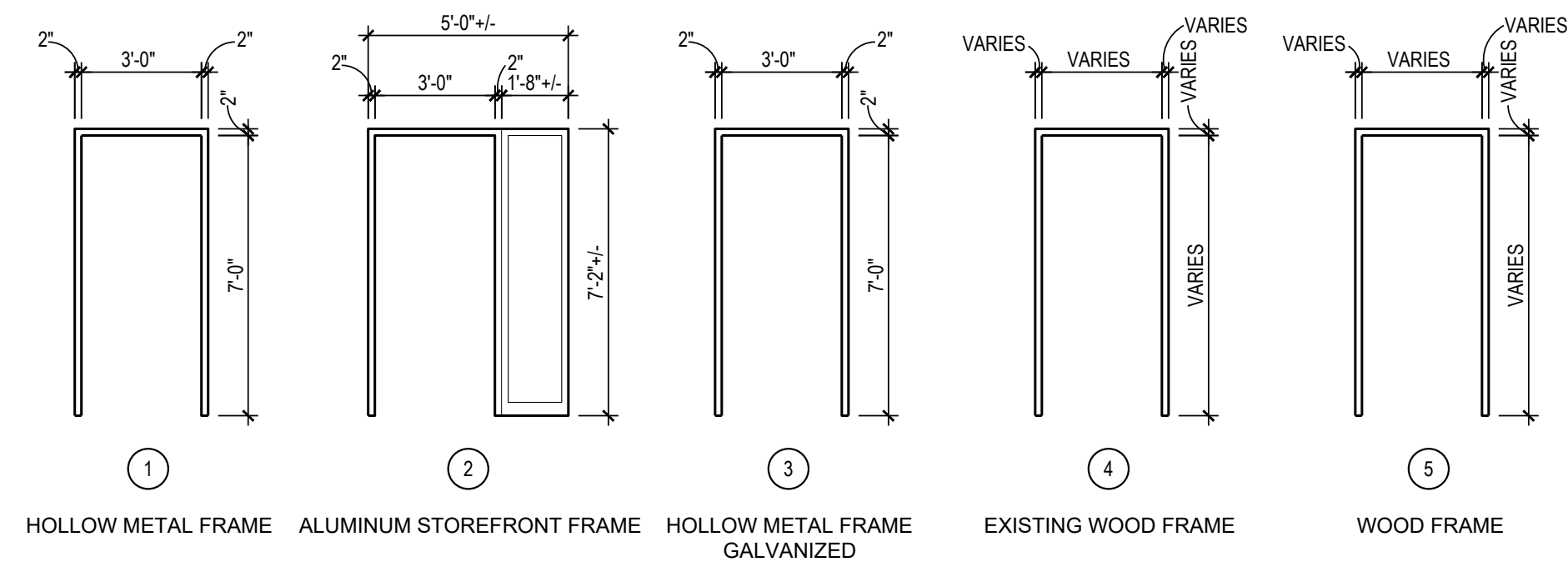
NO.	DOOR TYPE	DOOR SIZE			FRAME TYPE	HDWR GROUP	FIRE RATING	REMARKS
		WIDTH	HEIGHT	THICKNESS				
100-A	B	3'-0"	7'-0"+/-	1 3/4"	2	1	-	
101-A	A	3'-0"	7'-0"	1 3/4"	5	5	-	
102-A	A	3'-0"	7'-0"	1 3/4"	5	6	-	
103-A	A	3'-0"	7'-0"	1 3/4"	5	6	-	
104-A	A	3'-0"	7'-0"	1 3/4"	5	6	-	
105-A	A	3'-0"	7'-0"	1 3/4"	5	6	-	
106-A	A	3'-0"	7'-0"	1 3/4"	5	4	-	
107-A	A	3'-0"	7'-0"	1 3/4"	5	6	-	
108-A	EXIST. D	3'-0"	7'-0"	1 3/4"	EXIST. 3	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
108-B	EXIST. C	3'-0"	7'-0"	1 3/4"	EXIST. 1	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
108-C	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
109-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
110-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
203-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
204-A	E	2'-6"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
205-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
206-A	E	2'-6"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
207-A	E	2'-8"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
208-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
208-B	A	PR. 2'-0"	7'-0"	1 3/4"	4	7	-	
209-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
211-A	EXIST. C	3'-0"	7'-0"	1 3/4"	EXIST. 1	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
213-A	EXIST. D	3'-0"	7'-0"	1 3/4"	EXIST. 3	EXIST	-	PERMANENTLY LOCKED
214-A	E	3'-0"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
214-B	E	2'-3"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
215-A	E	2'-4"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
217-A	E	2'-8"	7'-0"	1 3/4"	4	EXIST	-	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
ST-1A	D	3'-0"	7'-0"	1 3/4"	3	2	-	
ST-1B	C	3'-0"	7'-0"	1 3/4"	1	3	1 HR	
ST-2A	EXIST. C	3'-0"	7'-0"	1 3/4"	EXIST. 1	EXIST	1 HR	EXISTING DOOR, FRAME AND HARDWARE TO REMAIN



**DOOR TYPES**

SCALE: 1/4" = 1'-0"

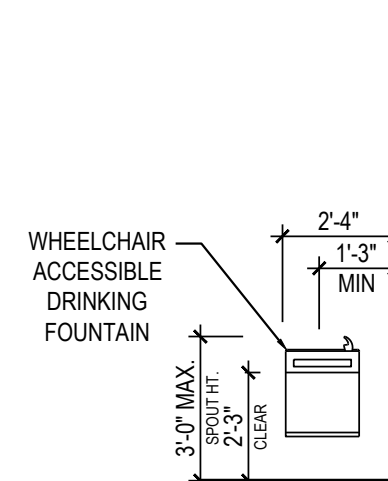
7



**DOOR FRAME TYPES**

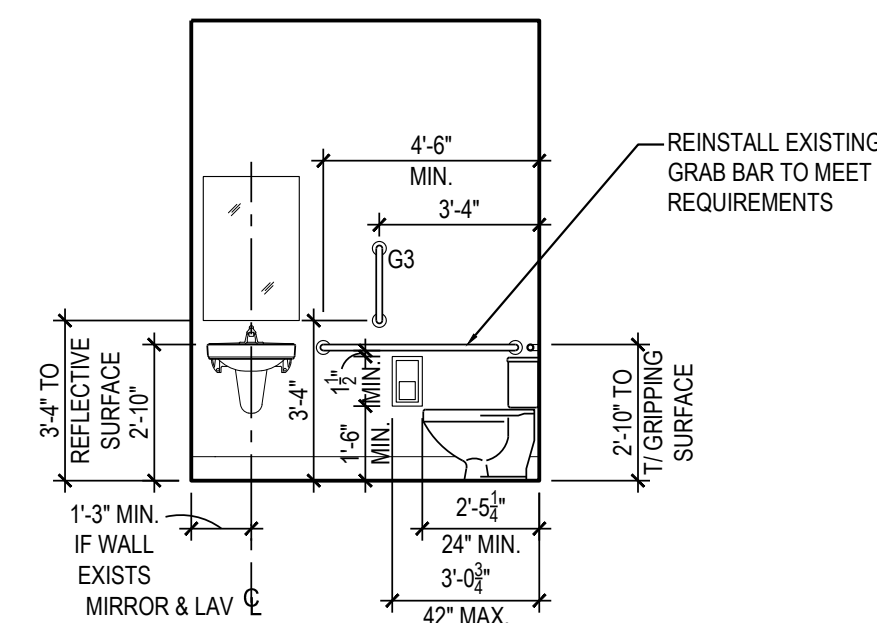
SCALE: 1/4" = 1'-0"

6



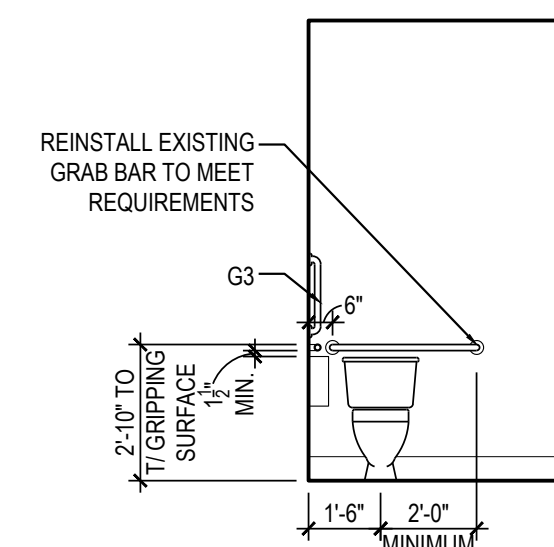
INTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

5



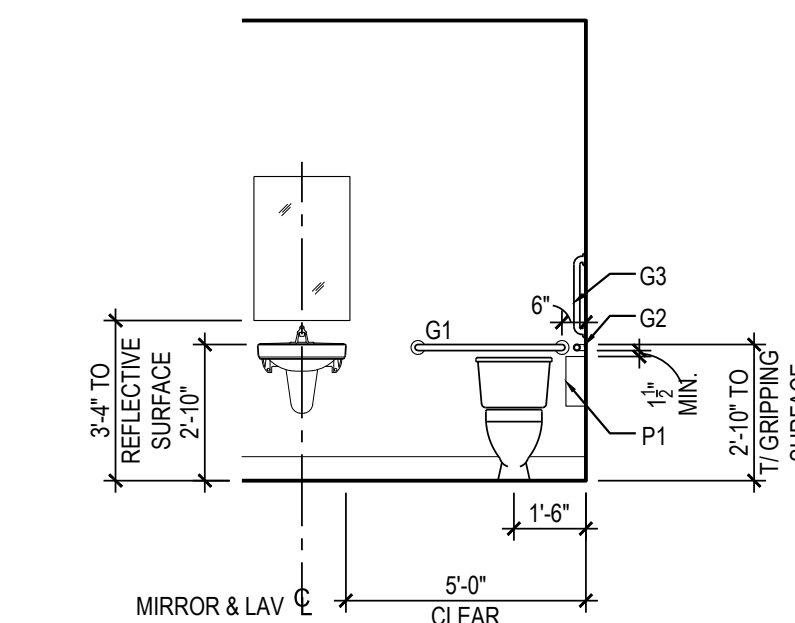
INTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

4



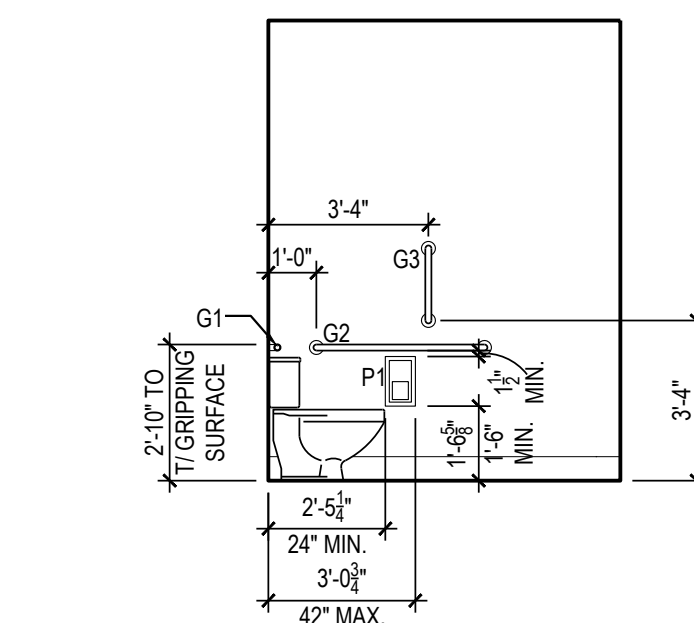
INTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

3



INTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

2



INTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

1

Revisions

△	
△	
△	
△	
△	
△	

Scale AS NOTED

Drawn By 40 80

Checked By 40 80

Project No. 21-005

Date 25 MARCH 2021

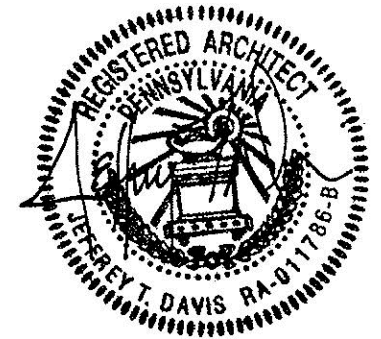
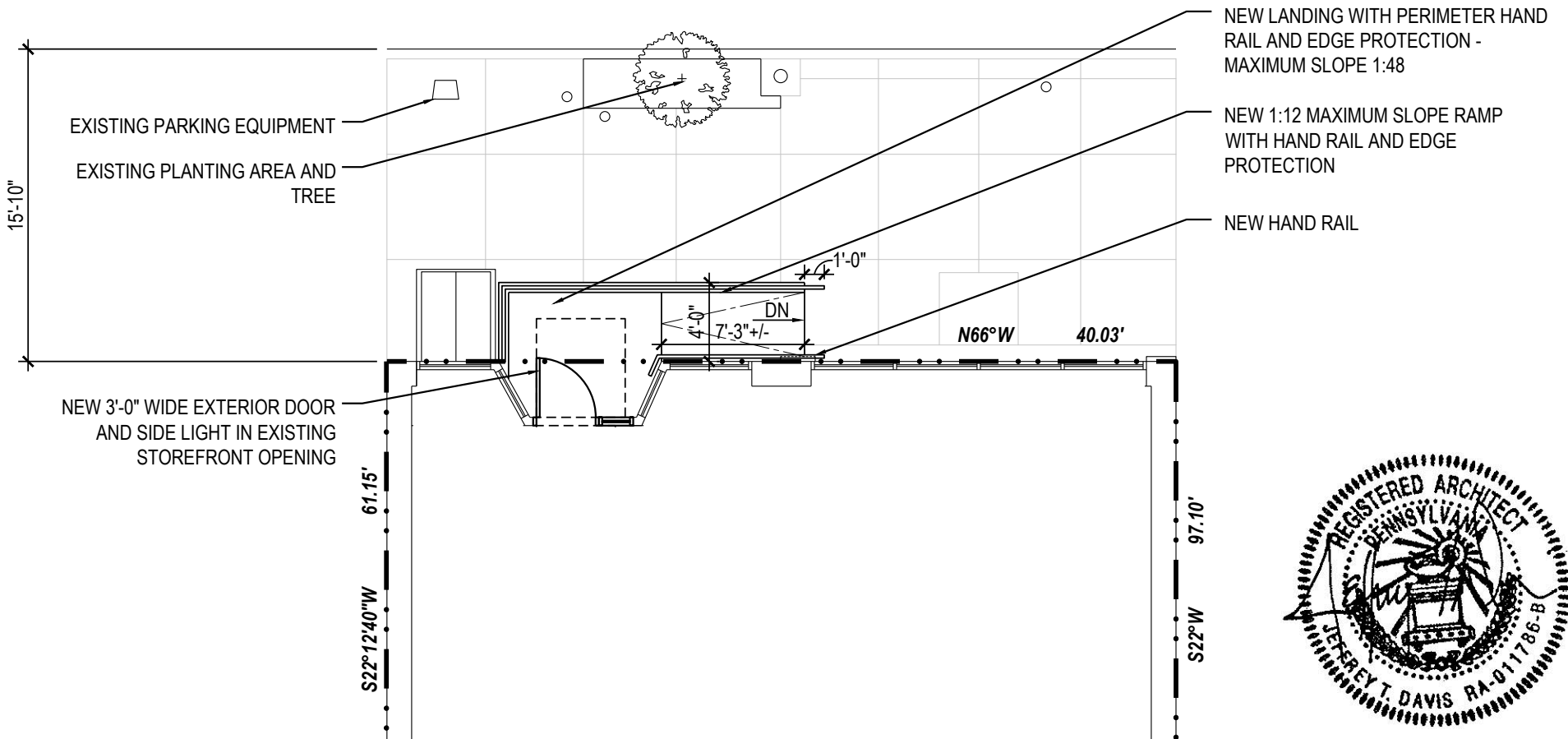
Drawing Title

DOOR AND FRAME TYPES, DOOR SCHEDULE, INTERIOR ELEVATIONS

Drawing No.

LIBERTY AVENUE

80'





**To:** Karina Ricks, Director of the Department of Mobility and Infrastructure  
**From:** William J. Pickering, PWSA Chief Executive Officer  
**Date:** May 20, 2021  
**Subject:** Proposed Encroachment at 4748 Liberty Avenue

The following is in response to the attached 5/06/2021 request regarding the encroachment near 4748 Liberty Avenue in the 8th Ward of the City of Pittsburgh.

1. The Water Mapping (attached) indicates that there are no known PWSA waterlines within the area of the proposed encroachment.
2. The Sewer Mapping (attached) indicates that there are no known PWSA sewerlines within the area of the proposed encroachment that will be impacted during construction of project. Please note, PWSA does not maintain records of sewer service laterals and the property owner is responsible for maintenance. We cannot confirm if the private service lateral will be affected.

*PWSA has no objection to the proposed encroachment under the conditions set forth above.*

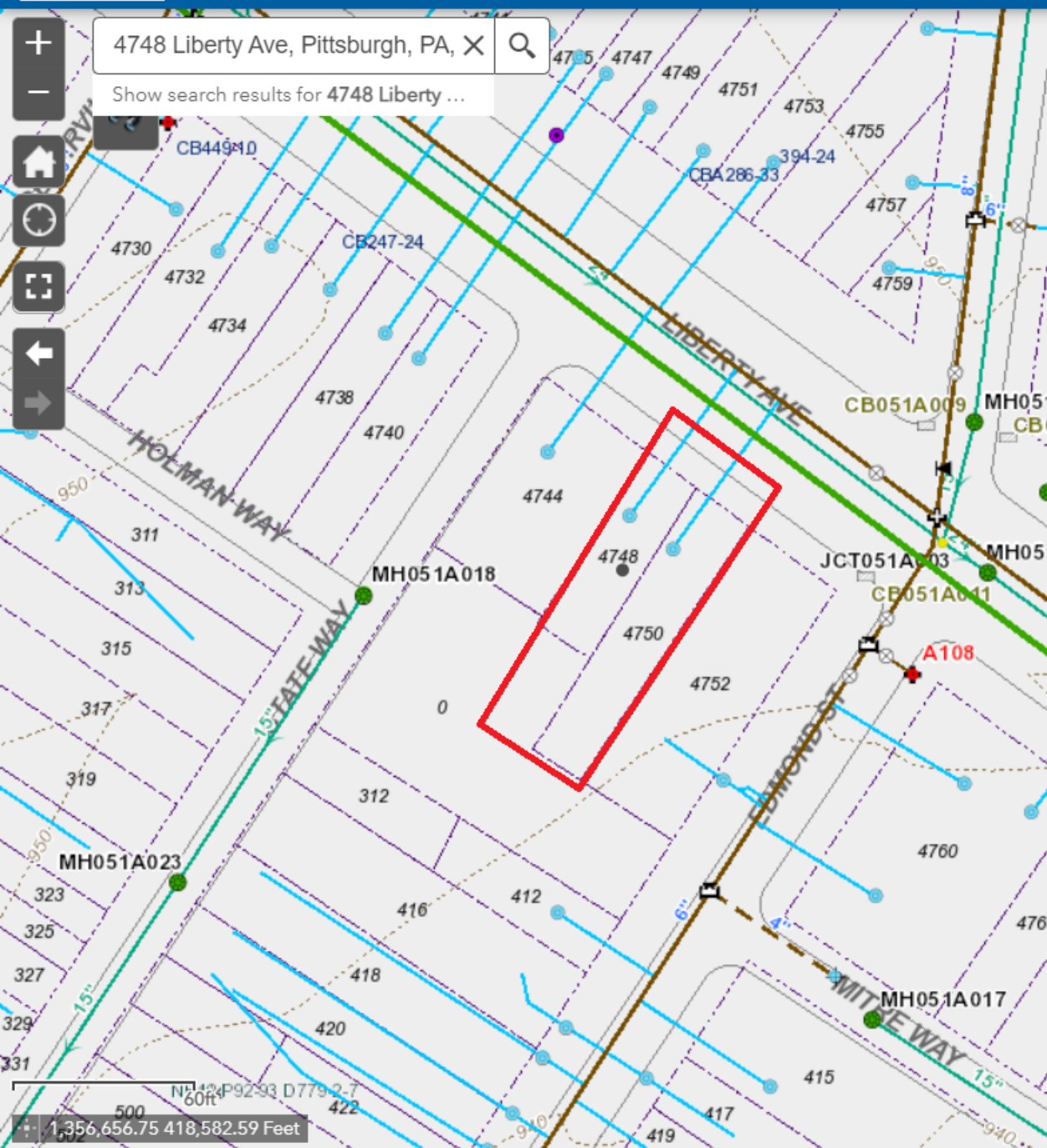
JAT

Attachment

4748 Liberty Ave, Pittsburgh, PA, X



Show search results for 4748 Liberty ...

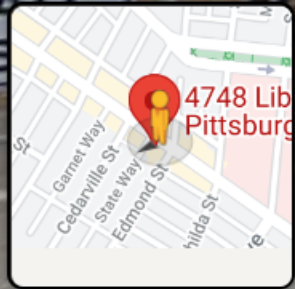


500 60ft  
1,356,656.75 418,582.59 Feet

4753 Liberty Ave  
Pittsburgh, Pennsylvania

Google

Street View



Google





**Deo Alexander**  
*Engineering*

2841 New Beaver Avenue Pittsburgh PA 15233 | Mail Drop N3-AM  
Tel 412-393-4921 | Email: [dalexander@duqlight.com](mailto:dalexander@duqlight.com)

**VIA EMAIL: [CharlieLMT@peaceoftimewellness.org](mailto:CharlieLMT@peaceoftimewellness.org)**

**Re: Proposed Ramp @ 4748 Liberty Ave**

Dear Charlie Dees:

Duquesne Light has field and reviewed this request, and we have no issues. Based on your plans, there is no encroachment on DLC facilities.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, modification, or waiver of any of Duquesne Light's rights or remedies, either at law or in equity, in connection with any of the matters raised, all of which are expressly reserved.

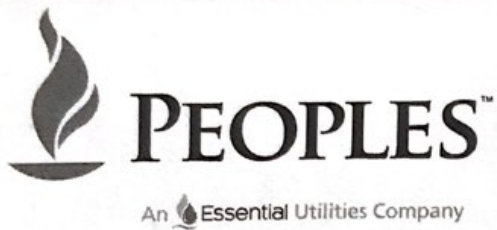
Sincerely,

*D. Alexander*

**Deo Alexander**  
*Supervisor, Engineering*  
412.393.4921 (Office)  
[ckovach@duqlight.com](mailto:ckovach@duqlight.com)

Duquesne Light Company  
465 Hersey Rd. Penn Hill, PA 15235  
[DuquesneLight.com](http://DuquesneLight.com)

**cc:** Robby Frantz



Janice Saltzman  
TEL 412.258.4669  
MOBILE 412.580.9744  
[jsaltzman@peoples-gas.com](mailto:jsaltzman@peoples-gas.com)

May 30, 2021

Karina Ricks, Director  
Department of Mobility and Infrastructure  
City of Pittsburgh  
611 Second Avenue  
Pittsburgh, PA 15219

RE: Encroachment in City Sidewalk/Public Right of Way  
4748 Liberty Avenue  
Block/Lot 51-A-28  
8<sup>th</sup> Ward, City of Pittsburgh

Dear Ms. Ricks:

This letter is in response to a request that Peoples Natural Gas Company (Peoples) received from Charlie Dees regarding a proposed accessibility ramp to be constructed in a portion of the public right of way in front of 4748 Liberty Avenue.

Based on the drawings provided to Peoples, the proposed encroachment does not interfere with our gas facilities in this area.

Peoples has no objection to the existing/pending encroachment.

Sincerely,

Janice Saltzman  
Land Department



May 10, 2021

Charlie Dees  
River Dee Massage

Dear Mr. Dees:

As the construction contact for Comcast, I am responding to your inquiry regarding an encroachment for 4748 Liberty Avenue as described in your May 6, 2021, inquiry to Comcast.

Comcast has no conflicts at this location.

Please let us know if you need any further information or confirmation.

Thank you.

*Eugene Levi*

Gene Levi  
Comcast Cable Communications Inc  
Construction / Engineering  
[Eugene\\_Levi@cable.comcast.com](mailto:Eugene_Levi@cable.comcast.com)  
412-996-4188 (c)

Cc: Jennifer M. Cloonan, Director, External & Government Affairs  
Comcast – Keystone Region  
[Jennifer\\_Cloonan@comcast.com](mailto:Jennifer_Cloonan@comcast.com)



May 7 2021

**Brian Ralston**  
**DOMI**  
**CITY OF PITTSBURGH**  
**611 2<sup>ND</sup> AVE**  
**PITTSBURGH, PA 15219**

Re: **PROPOSED ENCROACHMENT**

**This document was prepared in response to the request made to Verizon-PA. Inc**

This is in response to your request for Verizon – PA, Inc. to investigate if there will be any impacts made to Verizon facilities by the construction of the project **ADA entrance ramp at 4748 Liberty Ave Pittsburgh, PA 15224**. We regret to inform you that Verizon does have underground facilities in the proposed construction area. If the construction is non impacting to Verizon facilities where as cable and or duct banks will not be affected and/or protected during construction Verizon will have no objection to the proposed encroachment.

Should you have any questions or concerns regarding these terms, please contact **Dan Barren** (412)237-2291

Sincerely

Dan Barren  
Engineer –Network Operations Engineering  
508 Old Frankstown Rd. Monroeville PA, 15146  
O 412.237.2291 | M 412.529.9266  
[Daniel.Barren@verizon.com](mailto:Daniel.Barren@verizon.com)

**State Farm Fire and Casualty Company**  
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 888854  
Dunwoody, GA 30356-0854

**Named Insured**

000027 3129  
DEES, CHARLES M & STUART,  
PAULA M  
4748 LIBERTY AVE # 4750  
PITTSBURGH PA 15224-2034

9L-13-6552-FB25 F M

**DECLARATIONS**

<b>Policy Number</b>	<b>98-E6-R088-2</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	FEB 17 2021	FEB 17 2022
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		



Entity: Individual

**COMMERCIAL LIABILITY UMBRELLA POLICY**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 5,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 5,000,000
<b>Self-Insured Retention</b>	\$ 10,000

Coverage	Required Underlying Insurance Schedule	Minimum Underlying Limits
<b>Business Liability</b>	Bodily Injury (Per Occurrence)	\$ 500,000
	Bodily Injury (Annual Aggregate)	\$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	\$ 100,000
	--or--	
<b>Employers Non-Owned Auto Liability</b>	Bodily Injury and Property Damage (Per Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
<b>Employers Non-Owned Auto Liability</b>	Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
<b>Employers Non-Owned Auto Liability</b>	Property Damage (Each Accident)	\$ 100,000
	--or--	
<b>Employers Non-Owned Auto Liability</b>	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

<b>Forms &amp; Endorsements</b>		<b>Policy Premium</b>	\$ 1,025.00
Commercial Umb Coverage Form	CU-2100		
Policy Endorsement	CU-2474.1		
Important Notice - Amendment	CU-2478		
Amendatory Endorsement	CU-2238		
Exclusion - Lead Poisoning	CU-2339		
Terrorism Insurance Cov Notice	FE-6999.3		

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared APR 01 2021  
0102 295 I  
N 1R

**MIKE NEWELL**  
(412) 621-0600

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555-930.2 (o1f2941c) 11-20-2008

ST-4  
0106-8000



Continued from Front

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Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Yawell*  
Secretary

*Michael F. Tignor*  
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CU-2474.1 POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

**COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

1. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
2. The title Recording And Distribution Of Material Or Information In Violation Of Law is changed to Recording And Distribution Of Material.

**BUSINESS LIABILITY** is amended as follows:

### 1. Business Liability Exclusions

- a. The following is added to Paragraph 3. **Liquor Liability:**

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- b. Paragraph 19. **Electronic Data** is replaced by the following:

**19. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

- d. Paragraphs 20.b. and 20.c. under **Personal And Advertising Injury** are replaced by the following:
  - b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.
  - c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.
- d. The last paragraph of 20.h. under **Personal And Advertising Injury** is replaced by the following:
 

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;
- e. Paragraph 21. **Recording And Distribution Of Material Or Information In Violation Of Law** is replaced by the following:

**21. Recording and Distribution of Material**

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

**2. WHO IS AN INSURED**

- a. Paragraph **1.c.** is deleted.
- b. Paragraphs **2.b.(1)** and **(6)** are replaced by the following:
  - (1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
  - (6) "Employees" with respect to "bodily injury" to:
    - (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
    - (b) The spouse, child, parent, brother, or sister of that co-"employee" as a

consequence of Paragraph **(a)** above.

- c. Paragraph **3.** is replaced by the following:
  3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
    - a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:
      - (1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or
      - (2) Available under the applicable limits of insurance shown in the Declarations;
 whichever is less.
    - b. The coverage provided by this insurance for such insureds:
      - (1) Will not be broader than coverage provided by the "underlying insurance"; and
      - (2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

**3. LIABILITY CONDITIONS**

- a. Paragraph **1.** is replaced by the following:
  1. **Appeals**

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.
- b. Paragraph **6.** is replaced by the following:
  6. **Other Insurance**
    - a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess,

contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance or "self-insured retention", we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance or "self-insured retention" would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.
- c. Paragraph **19.c.** under **Premiums** is replaced by the following:
  - c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
    - (1) Paid to us prior to the anniversary date; and
    - (2) Determined in accordance with Paragraph **b.**

Our forms then in effect will apply.
- d. The following are added:

#### **Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws

and regulations and consistent with the performance of our business functions.

- b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph **b.(1)** above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph **b.(1)** above; or
    - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
  - (1) To enable performance of our business functions;
  - (2) To meet our reporting obligations to insurance regulators;
  - (3) To meet our reporting obligations to insurance data consolidators;
  - (4) To meet other obligations required by law; and
  - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

#### **Electronic Delivery**

With your consent, we may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

**4. LIABILITY DEFINITIONS**

a. Paragraph 2. is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

b. The following is added to Paragraph 16. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

c. Paragraphs 18.f. and g. of "personal and advertising injury" are replaced by the following:

- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's trade dress or slogan in your "advertisement"; or
- h. Infringement of another's copyright, patent, trademark, or trade secret.

All other policy provisions apply.

CU-2474.1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CU-2478 AMENDMENT OF OCCURRENCE DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The definition of "occurrence" under **LIABILITY DEFINITIONS** is replaced by the following:

17. "Occurrence" means:

- a. accident, including continuous or repeated exposure to substantially the same general harmful conditions, or
- b. event, including continuous or repeated exposure to substantially the same general harmful conditions, that causes "bodily injury" or "property damage" included in the "products-completed operations hazard".

All other policy provisions apply.

CU-2478

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CU-2238 AMENDATORY ENDORSEMENT (Pennsylvania)

This endorsement modifies insurance provided under the following:  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. Paragraph **b.** under Business Liability Exclusion **3. Liquor Liability** is replaced by the following:

- b.** This exclusion applies only if you:
- (1) Manufacture, sell or distribute alcoholic beverages; or
  - (2) Serve or furnish alcoholic beverages:
    - (a) As a regular part of your business;
    - (b) For a charge whether or not such activity:
      - i. Requires a license or
      - ii. Is for the purpose of financial gain or livelihood; or
    - (c) Without a charge, if a license is required for such activity.

As used in this Exclusion, "charge" does not mean a fee paid to defray expenses resulting from the giving or serving of alcoholic beverages at functions incidental to your business.

2. **LIABILITY CONDITIONS** is amended as follows:

- a.** Paragraph **9. Transfer Of Your Rights Of Recovery Against Others To Us** is replaced by the following:

**9. Transfer Of Rights Of Recovery Against Others To Us**

If we make any payment due to an "occurrence" and the insured recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the insured to the extent such payment duplicates any amount we have paid under this coverage.

- b.** The following is added:

**Cancellation**

- a.** The first Named Insured shown in the Declarations may cancel this policy by

mailing or delivering to us advance written notice of cancellation.

- b. Cancellation Of Policies In Effect For:**

**(1) Less Than 60 Days**

If this policy has been in effect for less than 60 days and is not a renewal or continuation with us, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

**(2) 60 Days Or More**

- (a)** If this policy has been in effect for 60 days or more or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- i.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit;
- ii.** You have made a material misrepresentation which affects the insurability of the risk;
- iii.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has been known during the policy period;
- iv.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation,



shall be certified to the Insurance Commissioner as directly affecting in-force policies;

- v. Material failure to comply with policy terms, conditions or contractual duties; or
  - vi. Other reasons that the Insurance Commissioner may approve.
- (b) If we cancel, we will mail or deliver to the first Named Insured written notice of cancellation at least:
- i. 15 days before the effective date of cancellation for the reasons stated in Paragraph (2)(a)i. or (2)(a)ii. above; or
  - ii. 60 days before the effective date of cancellation if we cancel for any reason described in (2)(a)iii., iv., v., or vi. above.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- c. Notice of cancellation will state the specific reasons for and the effective date of cancellation. The policy period will end on that date.
- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned to the first Named Insured not later than 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned to the first Named Insured not later

than 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

Where the amount of premium to be returned cannot be calculated precisely within the required time period for return of premium because:

- (1) The policy was written on the basis of an estimated premium; or
- (2) The policy was issued subject to a premium audit;

unearned premium will be returned to the first Named Insured on an estimated basis.

Once we complete the computation of the exact premium to be returned, an additional return premium or charge will be made to the first Named Insured within 15 days of the final computation.

- f. If this policy insured more than one Named Insured:
  - (1) The first Named Insured may affect cancellation for the account of all insureds; and
  - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

#### When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

#### Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**Consultation Exemption**

- a. We, our agents, employees, or service contractors acting on our behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incidental to the application for, issuance, renewal or continuation of a policy of insurance:
  - (1) Surveys;
  - (2) Consultation or advice; or
  - (3) Inspections.
- b. The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that we, our agents, employees or service contractors acting on our behalf, are not liable for damages from

injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

- c. The Act does not apply:
  - (1) If the injury, death or loss occurred during the actual performance of the services and was caused by our negligence or the negligence of our agents, employees or service contractors;
  - (2) To consultation services required to be performed under a written service contract not related to a policy of insurance; or
  - (3) If any acts or omissions of ours, our agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

All other policy provisions apply.

CU-2238

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CU-2339 EXCLUSION — LEAD POISONING**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA POLICY

The following is added under **Business Liability Exclusions**:

This insurance does not apply to "bodily injury", caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling or contact with lead paint, lead compounds or lead contamination.

All other policy provisions apply.

CU-2339

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

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## Important Notice About Your Policy Declarations



Thank you for choosing State Farm® to provide your insurance.

Your Declarations, Coverage Form booklet and applicable endorsements are enclosed. PLEASE REVIEW YOUR COVERAGE SELECTIONS CAREFULLY. If you have any questions concerning the coverage listed on your Declarations, or you believe any information is incorrect, please contact your State Farm agent right away.

By payment of the applicable premium and acceptance of this coverage, you agree to the terms and conditions of the policy and acknowledge that the Declarations accurately represents your choices of the type and amounts of coverage desired.

Your new Declarations replaces any insurance binder you may have received. You should keep any insurance binder, the Declarations, Coverage Form booklet and applicable endorsements with your important papers.

Again, thank you for choosing State Farm.

***This message is only a general description of coverage and/or coverage changes and is not a statement of contract. All coverages are subject to all policy provisions and applicable endorsements.***

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