Text File

Introduced: 3/20/2020 **Bill No:** 2020-0230, **Version:** 1

Committee: Committee on Public Works **Status:** Passed Finally

Resolution granting unto WESTERN PENNSYLVANIA CONSERVANCY, their successors and assigns, the privilege and license to construct, maintain and use at their own cost and expense, a new rain garden on Lot 125 -A-98, with trench drains on the inlet and oulet sides of the garden, located at the intersection of Lincoln Avenue and Frankstown Avenue, in the 12th Ward, 9th Council District of the City of Pittsburgh, Pennsylvania.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. That WESTERN PENNSYLVANIA CONSERVANCY, their successors and assigns, are hereby granted the privilege to construct, maintain and use at their own cost and expense, a new rain garden on Lot 125 -A-98 with trench drains, on the inlet and oulet sides of the garden, to safely convey water runoff, located at the intersection of Lincoln Avenue and Frankstown Avenue, in the 12th Ward, 9th Council District of the City of Pittsburgh, Pennsylvania.

The said encroachment shall conform to the provisions of their resolution and in accordance with the Plan identified as Accession D-887, on file in the Division of Permits, Department of Mobility and Infrastructure. A copy of the Adopt-a-Lot Lease agreement is also included in the D-887 file.

Section 2. The said Grantee prior to the beginning of the construction of said encroachment shall submit to the Director of the Department of Mobility and Infrastructure of the City of Pittsburgh, a complete set of plans, in triplicate, showing the location and all details of said construction. Said plans and said construction shall be subject to the approval and supervision of the Director of the Department of Mobility and Infrastructure.

Section 3. The encroachment herein granted shall be subject and subordinate to the rights of the City of Pittsburgh and its powers and supervision over City streets, and also to Resolutions of the City of Pittsburgh relating thereto, and to the provisions of any general Resolutions which have been or may be hereafter passed relating to said construction, maintenance and its use of City streets and compensation for same.

Section 4. The said Grantee shall bear the full cost and expense of the repair of any street pavement damaged, repair of sewer, water lines and other surface and sub-surface structures which may be in any way damaged or disturbed including but not limited to damages arising by reason of construction, maintenance and use. All work, including the repaving and repairing of any portion of the street damaged, shall be done in the manner and at such times as the Director of the Department of Mobility and Infrastructure may order and shall be subject to their approval and supervision.

Section 5. The rights and privileges granted by their Resolution are granted upon the express condition that the City of Pittsburgh, without liability, reserves the right to cause the removal of said construction upon giving to the said Grantee at least three (3) months written notice through the proper officers, pursuant to a resolution of

Council, to WESTERN PENNSYLVANIA CONSERVANCY, their successors and assigns, to that effect and that the said Grantee shall be so notified at the expiration of the said three (3) months forthwith remove said construction and replace street to its original condition at their own cost and expense.

Section 6. WESTERN PENNSYLVANIA CONSERVANCY, shall be responsible for and assume all liability, either of said WESTERN PENNSYLVANIA CONSERVANCY, or the City of Pittsburgh, for damages to person or property by reason of the construction, maintenance and use of said encroachment and it is a condition of their grant that the City of Pittsburgh assumes no liability for damage to either persons, or property on account of their grant, and that WESTERN PENNSYLVANIA CONSERVANCY, for themselves, successors and assigns, shall, by accepting the terms of their Resolution, hereby indemnify, save harmless and defend the City of Pittsburgh from any and all damages and claims for any damages, including but not limited to damages arising by reason of said construction, maintenance, and use. That WESTERN PENNSYLVANIA CONSERVANCY, shall maintain in effect during the entire period of their license the following insurance for the protection of the City of Pittsburgh, all premiums being at the expense of the licensee, which insurance shall be non-cancelable except upon thirty (30) days written notice to said City and which insurance shall cover and name said City as an additional insured:

Public Liability $ 100,000.00 - $ 300,000.00
Property Damage $ 50,000.00

Prior to commencement of their license and as required by said City, from time to time licensee shall submit proof of the above insurance in the form of a certificate, duly attested by the proper officers or authorized representatives of a responsible insurance company.

Section 7. The foregoing rights and privileges are granted subject to the following conditions, to wit: Their Resolution shall become null and void unless within 120 days after its approval the said WESTERN PENNSYLVANIA CONSERVANCY, their successors and assigns, shall file with the Department of Mobility and Infrastructure their certificate of acceptance of the provisions thereof, said certificate to be executed by WESTERN PENNSYLVANIA CONSERVANCY.