



## Legislation Text

---

**File #:** 47945, **Version:** 1

---

### Title

Temporary Land Use Permit- Request from Strike USA for temporary access within Door Creek Park to complete pipeline safety integrity inspections for ANR Pipeline company (subsidiary of TransCanada Pipelines).

### Body

The City of Madison Parks Division has received a request from Strike USA ("User") to take access through Door Creek Park to allow them to perform pipeline safety integrity inspections and excavation activities for ANR Pipeline company (subsidiary of TransCanada Pipelines) on the interstate natural gas pipeline located within the existing 75ft wide right of way that traverses the park. The User requests the temporary access through the park under the following terms and conditions:

The City of Madison Parks Division hereby agrees to allow the User and/or his subcontractors temporarily access to a portion of City-owned property located at 6901 Bluff Point Drive, aka, Door Creek Park, as depicted on attached Exhibit A (the "Premises"), for the purpose accessing the existing pipeline and pipeline right of way within the park; including the right of ingress and egress and the right to operate necessary equipment thereon for said construction activities, as set forth in the drawing attached hereto as page 2 of Exhibit A.

This Permit is subject to the following conditions:

The User shall contact Craig Klinke at (608) 698-2550 or [cklinke@cityofmadison.com](mailto:cklinke@cityofmadison.com) [<mailto:cklinke@cityofmadison.com>](mailto:cklinke@cityofmadison.com) a minimum of 72 hours in advance and prior to the use of the Premises and to review the proposed access routes. Access shall only be allowed upon written or verbal approval by the Madison Parks Division.

Access through the park is only granted between 7am and 4pm, unless otherwise approved by the Parks Superintendent or his designee.

The User shall provide further details on equipment types and specifications on size and weight. If require by the Parks Division, the User shall provide engineering calculations on loading and bridge capacity analysis to determine if bridge protection measures will be sufficient for the equipment used. All documentation should be provided to Janet Schmidt at [jschmidt@cityofmadison.com](mailto:jschmidt@cityofmadison.com) [<mailto:jschmidt@cityofmadison.com>](mailto:jschmidt@cityofmadison.com) a minimum of 5 business days prior to the start of work.

The User shall follow all best management practice (BMP) guidelines related to upland erosion control and construction mitigation procedures as provided for under Federal Energy Regulatory Commission (FERC) Blanket Certificate, Subpart F of Part 157 [18 CFR] for interstate pipelines, including FERC's Wetland and Waterbody Construction and Mitigation Procedures and FERC's Upland Erosion Control, Revegetation, and Maintenance Plan.

The User anticipates <0.13acres of disturbance and shall obtain all necessary permits for Erosion Control through the City of Madison Engineering Division prior to the start of any work.

If the ground is saturated or wet conditions exist, the City has the right to dictate the access route and the date when the work will take place in order to minimize damage to the Premises.

The User shall notify the Parks Division if any tree trimming is contemplated due to the risk of the spread of diseases such as oak wilt.

All work must be fenced off or protected during non-work hours. No open excavations shall be permitted at any time. Any pavement that is removed shall be brought up to grade with plates, stone or surfacing until the final restoration is completed.

The use of the Premises is good for the specified date and time range only. Any other entry into the park constitutes trespass.

The User shall provide a refundable deposit of \$3,5000.00 with City of Madison Parks Division, which may be used by the City for repairs or cleanup made to the park. Any remaining portions of the deposit may be refunded back to the User. The refundable deposit shall accompany this permit and is required prior to the City of Madison Parks Division approval for this Temporary Land Use Permit. Provide a check in the amount of \$1,000.00, payable to the City Treasurer, along with the signed Temporary Land Use Application to the City of Madison Parks Division at 210 Martin Luther King Jr. Blvd, Room 104, Madison, WI.

All damage to the existing pavements, turf areas or other park infrastructure or amenities shall be replaced in kind.

The User is responsible for all clean up after the work is completed. If City resources are required for cleanup, the User will be invoiced on a time and material basis for all costs incurred to the City.

Any damage to the Premises not covered under this work will be repaired by City of Madison Parks Division staff and the cost shall be invoiced to the User on a time and material basis for all costs incurred to the City.

Upon completion a post inspection of the Premises will be conducted. At the time of the post inspection, the City of Madison Parks Division will make a determination if any restoration or cleanup will be required.

The City of Madison reserves the right to use and occupy the Premises in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the activities and/or use of the User.

User shall comply with all applicable laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.

The User shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to the Premises, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the User and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Permit, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. Additionally, the User shall carry commercial general liability insurance covering as insured the User and naming the City as an additional insured, with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. As evidence of this coverage, the User shall furnish the City a certificate of insurance on a form provided by the City prior to this use approval.

This Permit shall terminate upon completion of the construction project or August 31, 2017, whichever occurs first.