

MAINTENANCE AGREEMENT FOR COMMUNITY-BASED PROJECTS ON THE PUBLIC RIGHT-OF-WAY

PROJECT INITIATED/SPONSORED BY:

NAME: _____

ORGANIZATION: _____

ADDRESS, CITY, ZIP CODE: _____

PHONE #: _____ E-MAIL: _____

CITY PROGRAM UNDER WHICH PROJECT IS BEING INITIATED: _____

PROJECT SITE/STREET FURNITURE ADDRESS:

(If there is to be more than one site maintained by the same entity, include one copy of the Maintenance Agreement and attach an extra page with a list of all locations): _____

ENTITY MAINTAINING PROJECT SITE/STREET FURNITURE:

BUSINESS NAME: _____

CONTACT PERSON & POSITION: _____

PHONE #: _____ E-MAIL: _____

SITE IMPROVEMENTS INCLUDE (CHECK ALL THAT APPLY):

- BENCH MURAL PLANTER COMMUNITY SIGN TRASH RECEPTACLE
- TABLE TREES VEGETATION FLAG POLE OTHER:
- _____

TERMS:

The Applicant/Maintenance Entity agrees to:

- MURALS: All murals must be approved in writing by the City of Altoona. Subsequent application of an anti-graffiti coating after completion is required, and can be administered through the approval process. If graffiti occurs, entity maintaining the Project must have the graffiti removed within ten (10) days of its discovery or within ten (10) days of notification by the City of Altoona, whichever is first to occur.
- TREES: Must comply with guidelines established by the City of Altoona Shade Tree Commission. Trees are to be watered on a regular basis
- VEGETATION/LANDSCAPING: Maintenance of the vegetation/landscaping and keeping the site free from weeds and debris.
- BENCHES: Periodic cleaning.
- TABLE: Periodic cleaning.
- PLANTERS: To be watered on a regular basis. Periodic cleaning.
- FLAG POLES: Must be approved by the City of Altoona and have yearly inspection reports filed with the City by the Applicant to ensure safety of the flag pole. Flags must be handled in accordance with U.S and Commonwealth of Pennsylvania Flag protocol. Flags shall be inspected and replaced to ensure that they are not tattered.

The City of Altoona agrees to:

- Assist community groups through the process of obtaining approval and with the permitting process.
- Waive the fees for the Revocable Permit associated with the project.
- Provide short term loans on hand tools for use on the beautification project. Items available include rakes, brooms, shovels, and hoes. The City may charge the Applicant for lost and/or damaged tools and the Applicant may be required to submit a deposit for such tools.

- Provide limited liability coverage through the City Altoona general liability policy. Coverage applies to all facets of the project approved by the City of Altoona.

OTHER MAINTENANCE DETAILS:

I agree to maintain the site improvements in perpetuity or until the City requests that they be removed. If the site improvements are damaged, destroyed, or become hazardous, I understand that it is my responsibility to immediately remove them to the satisfaction of the City; I understand that, with the written approval of the City, I may replace damaged, destroyed or hazardous items in-kind and that the City is not responsible for such replacement. I understand that this permit is revocable and that the City does not guarantee my ability to install and maintain these site improvements indefinitely. I understand that the City may request that the permitted items at this location be removed and/or relocated at any time without prior notice, and I agree to immediately comply with any such request by the City when/if asked to do so and if I fail to do so within the time required, the City may do so and I shall bear the cost of such removal, in which event I hereby waive all liability for cost and/or any and all causes of action I may have against the City for such removal by the City

Signature of Maintenance Entity Representative

Date

Office Use Only:

PLEASE ADDRESS ALL INQUIRIES TO:

**Department of Public Works
City of Altoona
1301 12th Street, Suite 300
Altoona, PA 16601**