PENNSYLVANIA COASTAL ZONE MANAGEMENT PROGRAM

BAYFRONT BIKEWAY DEVELOPMENT PROJECT - PHASE II
FINAL REPORT

CITY OF ERIE
ERIE COUNTY, PENNSYLVANIA

Prepared By:

ERIE COUNTY DEPARTMENT OF PLANNING
September 30, 1994

DER GRANT/CONTRACT NO. - CZ1:93.01PE
GRANT TASK NO. - CZ1:93PE.08
ME NO. - 93229

A REPORT OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION PURSUANT TO NOAA AWARD NO. - NA370Z0351

PENNSYLVANIA DER

Coastal Zone
Funded and Coordinated through Department of Environmental Resources, Office of Resources Management, Bureau of Resources Management, Division of Coastal Zone Management and the Erie County Department of Planning.

NOAA
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE

This project was financed in part through a federal Coastal Zone Management Grant from the Pennsylvania Department of Environmental Resources with funds provided by NOAA. The views expressed herein are those of the author(s) and do not necessarily reflect the view of NOAA or any of its subagencies.

BAYFRONT BIKEWAY DEVELOPMENT PROJECT - PHASE II
CITY OF ERIE
ERIE COUNTY, PENNSYLVANIA

FINAL REPORT
September 30, 1994

The preparation of this report was funded and coordinated through the Pennsylvania Department of Environmental Resources, Bureau of Land and Water Conservation, Division of Coastal Programs, and the Erie County Department of Planning.

TE 301
.P4
1994
c.2

TABLE OF CONTENTS

SECTION		PAGE NO.
1.	Project Location/Background	1
2.	Scope of Work	3
3.	Pre-Construction Photographs	5
4.	Construction Photographs	7
5.	Final Project Photographs	10
6.	Permits and Approvals	15
7.	Easement Agreement	19
8.	As-Built Drawings	25

MAPS		PAGE NO.
1.	Site Location Map	2

1. Project Location/Background

The Bayfront Bikeway is a two-way, 10 foot wide improvement located on the north side of the Bayfront Parkway in the City of Erie. According to the specifications developed as part of the CZM-funded Bayfront Bikeway Design Project (FY 1991), the bikeway route begins at West 6th and Cranberry Streets, runs along Cranberry Street to the Bayfront Parkway, and then extends eastward along the north side of the Bayfront Parkway, a distance of 1.5 miles to State Street. The west end of the bikeway links with an existing bikeway which originates at Presque Isle State Park, thereby connecting that natural resource with Erie's scenic bayfront and the central business district.

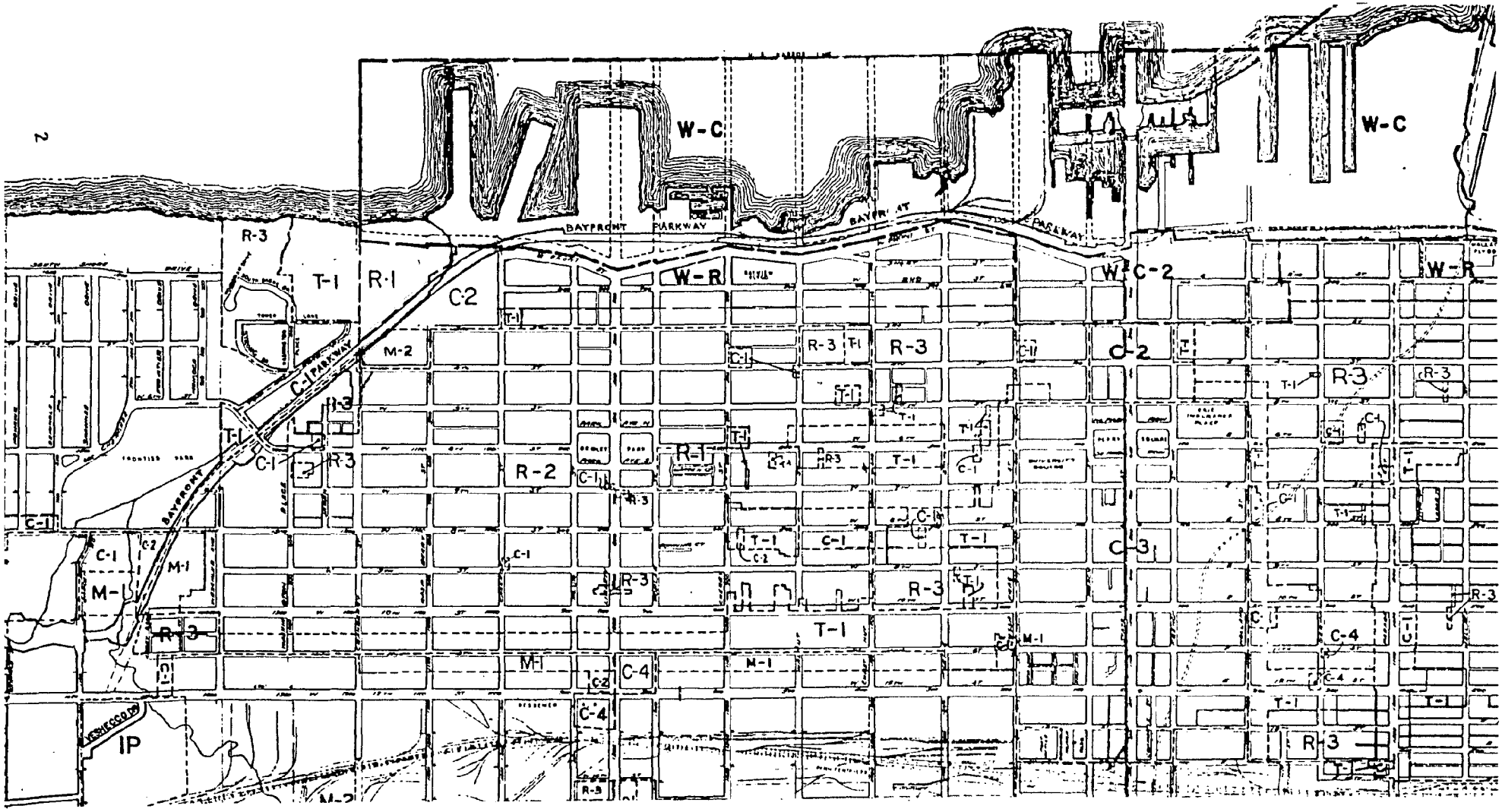
Due to conflicting construction activities between the bikeway and three private development projects along that section of the bikeway route between Cranberry Street and Perry's Landing, the City of Erie requested and received CZM approval on a two-phase approach to the project. Phase I, which was completed as part of the FY 1992 CZM Grant, begins at West 6th and Cranberry Streets, runs along Cranberry Street to the Bayfront Parkway, at which point it terminates. Phase I then resumes at Perry's Landing and extends eastward along the north side of the Bayfront Parkway to State Street. Phase II, which was completed as part of the FY 1993 CZM Grant, links the two segments of the bikeway which were completed as part of the Phase I project effort. Phase II begins at the intersection of Cranberry Street and the Bayfront Parkway and extends eastward along the north side of the Bayfront Parkway to Perry's Landing (see Site Location Map). Grass seeding for the entire Bayfront Bikeway Project (Phase I and Phase II) was completed as part of the Phase II project effort. It should also be noted that the Phase II project site has been identified as a Geographic Area of Particular Concern (GAPC) within the Lake Erie Coastal Zone as included in the State's adopted Coastal Zone Management Program.

As noted in the Phase I project report, the bikeway was developed through a unique public-private partnership which included the PA DER Division of Coastal Programs, the City of Erie, the County of Erie, the Bayfront Access and Beautification Organization (BABO), Citadel Development Corporation, Integra Bank, and many other organizations. The original plans for the bikeway called for all construction to take place within the right-of-ways of the Bayfront Parkway and Cranberry Street. However, with the assistance of BABO and the adjacent property owners, namely Citadel Development Corporation and Integra Bank, an alternate bikeway route was developed which meanders outside the right-of-way onto private properties via easements. BABO executed easement agreements with both Citadel Development Corporation and Integra Bank and subsequently transferred the easement rights to the City of Erie. The easements were obtained for the following sections of the bikeway:

BAYFRONT BIKEWAY DEVELOPMENT PROJECT – PHASE 2

SITE LOCATION MAP

BIKEWAY ROUTE



1. Along the north side of the Bayfront Parkway between Perry's Landing and Cherry Street on lands owned by Integra Bank (Phase I).

2. Along the north side of the Bayfront Parkway between the entrance to the Niagara Pointe Subdivision and the entrance to Niagara Pier on lands owned by Citadel Development Corporation (Phase II).

During Phase II, two sections of the bikeway were constructed within public road right-of-ways: the section between Cranberry Street and the entrance to the Niagara Pointe Subdivision and the section between the entrances to Niagara Pier and Perry's Landing. It should be noted that the City of Erie is not a fee simple owner of these properties. However, the City does have right-of-ways covering the properties which are controlled in trust for the general public. The law in Pennsylvania states that where lots are sold with streets as boundaries, the fee simple interest to the center of the street passes to the purchasers. However, the municipality is given a right-of-way and such right-of-way exists as long as the municipality uses the right-of-way for the purpose so dedicated. Therefore, the City of Erie does have significant property rights in the Bayfront Parkway right-of-way and will maintain such rights as long as the street is used as a public right-of-way.

2. **Scope of Work**

The Bayfront Bikeway Development Project - Phase II construction activities started in May 1994 and were completed in September 1994. The funds used to complete Phase II were provided by the City of Erie as part of the required cash match for the entire project (Phase I and Phase II). The total Phase II cost was $30,400. Specific activities which took place during the completion of this project effort included:

1. Final Project Specifications and Engineering Drawings - Completed by the City of Erie in December 1992.

2. Easement Agreement - The final easement agreement between the City of Erie and the Bayfront Access and Beautification Organization was dated November 30, 1993.

3. Permits and Approvals - The City of Erie obtained the necessary approvals from the Pennsylvania Historical and Museum Commission and the Erie County Conservation District on March 2, 1993 and June 30, 1993, respectively.

4. Bid Opening - The City of Erie held an official bid opening for the construction activities on August 17, 1993. The low bidder was the Joseph McCormick Construction Company.

5. Project Phasing - Due to conflicting construction activities between the bikeway and three private development projects, the City of Erie submitted a letter to the Erie County Department of Planning on November 3, 1993 which requested DCP approval of a two-phased approach to the project. Phase I would be completed by December 31, 1993 as part of the FY 1992 contract and Phase II would be completed by September 30, 1994 under the FY 1993 CZM Grant. The DCP subsequently approved this request.

6. Construction Activities - The Erie County Department of Planning issued a notice to proceed with Phase II construction activities on May 9, 1994. The Joseph McCormick Construction Company started construction in May 1994 and completed the project by the September 30, 1994 contract deadline. Specific construction activities which were undertaken as part of this project effort included.

   - Construction of a meandering asphalt/concrete bikeway along the north side of the Bayfront Parkway from Cranberry Street to Perry's Landing.

   - Curb cuts were installed and catch basins were adjusted as needed.

   - Final landscaping.

   - Final project sign was erected along the bikeway at Chestnut Park.

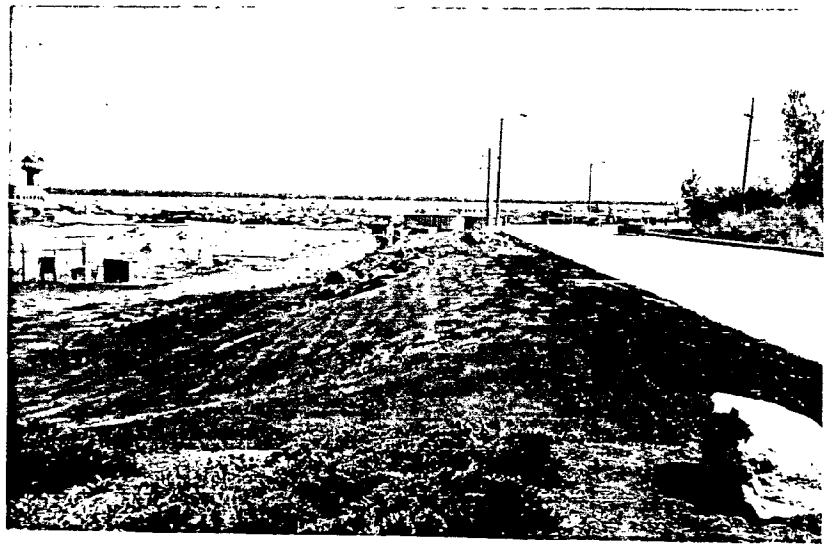
3. PRE-CONSTRUCTION PHOTOGRAPHS

BAYFRONT BIKEWAY DEVELOPMENT PROJECT - PHASE II
MAY 1994

1. Eastward view along the north side of the Bayfront Parkway immediately adjacent to Cranberry Street.

2. Westward view along the north side of the Bayfront Parkway.

3. View along the north side of the Bayfront Parkway east of the Niagara Pointe subdivision entrance.

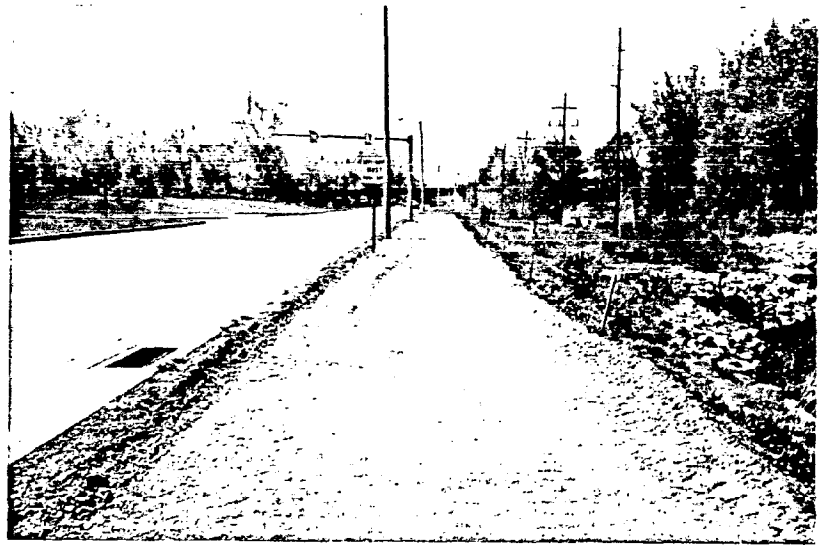


4. Eastward view along the Bayfront Parkway immediately adjacent to the Niagara Pier entrance.

4. CONSTRUCTION PHOTOGRAPHS

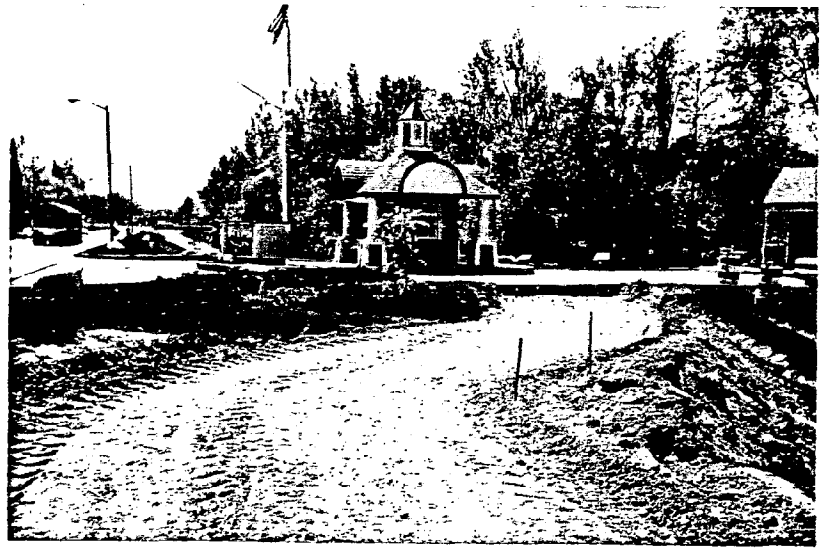
BAYFRONT BIKEWAY DEVELOPMENT PROJECT - PHASE II
JUNE - AUGUST 1994

5. Construction sign which was erected at the project site.



6. View of the graded bikeway along the north side of the Bayfront Parkway near Cranberry Street, facing west.

7. View of the graded bikeway along the north side of the Bayfront Parkway, facing east.



8. View immediately adjacent to Niagara Pier entrance, facing west.

9. Eastward view of the graded bikeway along the north side of the Bayfront Parkway between the Niagara Pier entrance and the Perry's Landing entrance.

June-August 1994

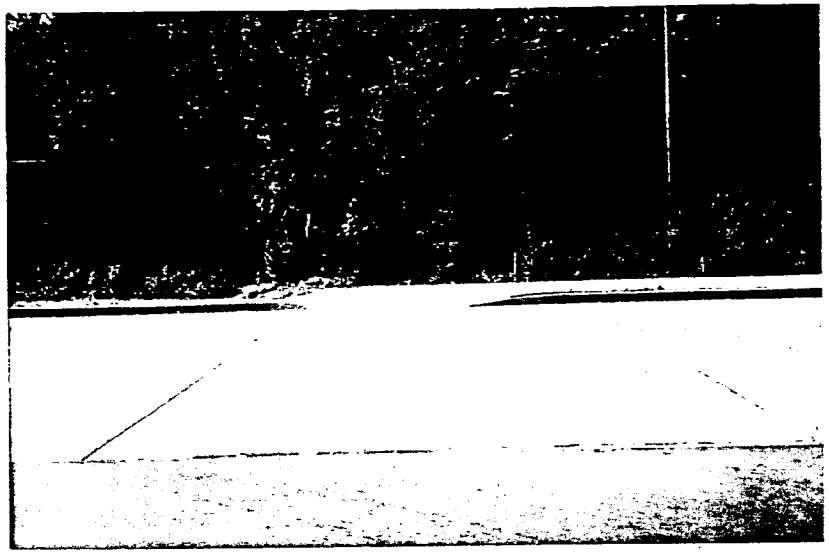
10. View along the Bayfront Parkway upon completion of grading activities, facing west.

11. The Joseph McCormick Construction Company workers survey the bikeway route after grading was completed.

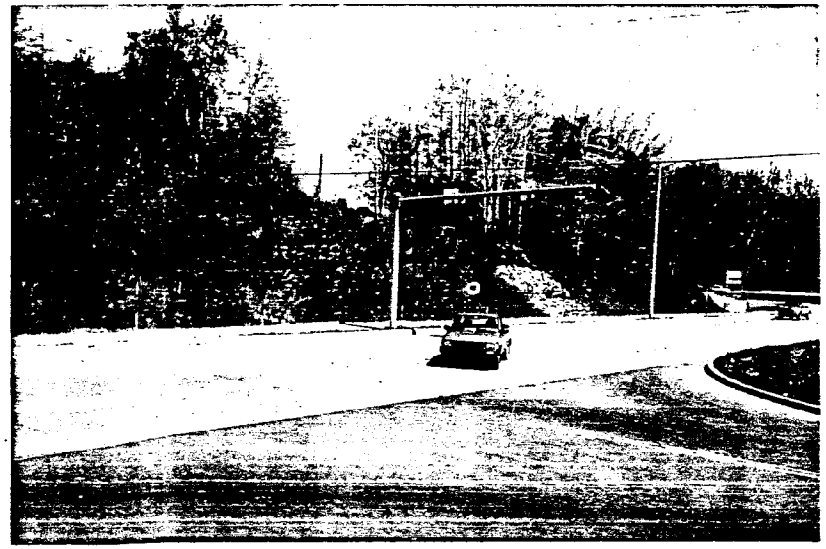
5. FINAL PROJECT PHOTOGRAPHS

BAYFRONT BIKEWAY DEVELOPMENT PROJECT - PHASE II
SEPTEMBER 1994

12. The final project sign to the Bayfront Bikeway was erected at Chestnut Park.



13. View of the concrete bikeway and curb cut across from Cranberry Street.



14. Northwest view of the bikeway from the intersection of Cranberry Street and the Bayfront Parkway.

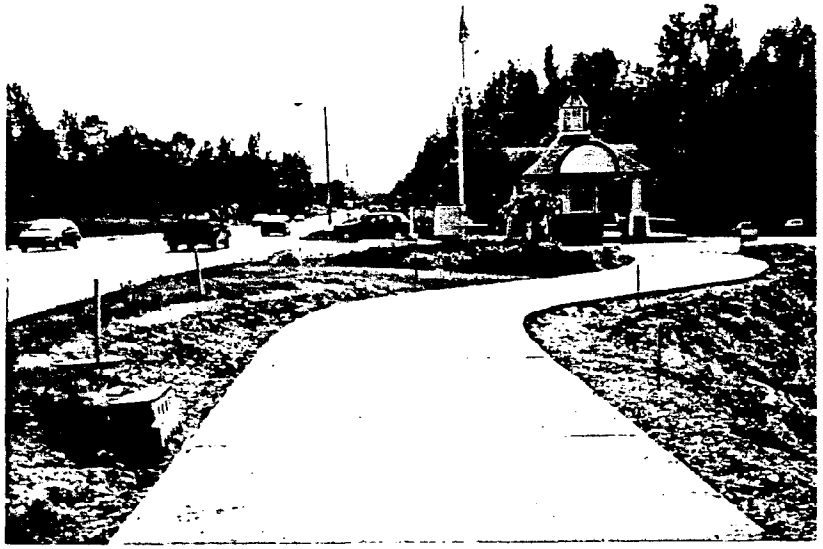
15. Westward view of the bikeway at the Niagara Pointe Subdivision entrance.

16. Beginning of the asphalt section of the bikeway immediately east of Niagara Pointe Subdivision entrance.

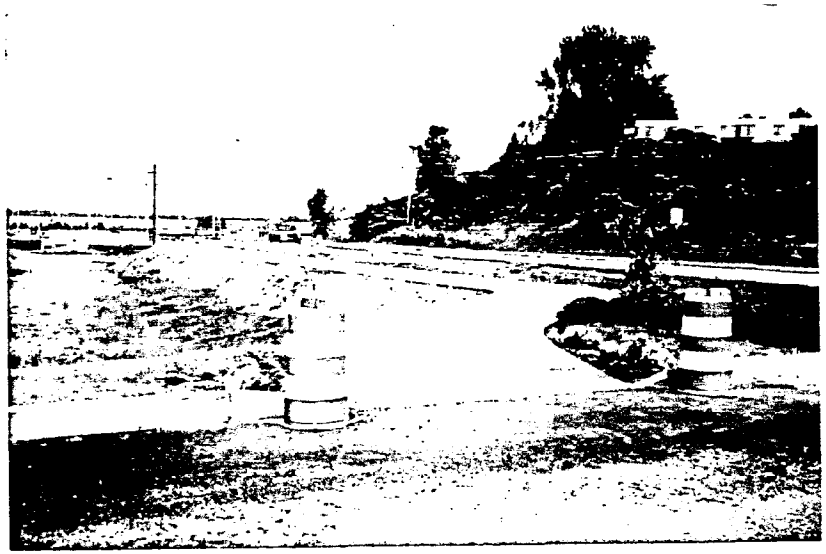
17. Eastward view of the asphalt section of the bikeway.

18. Asphalt section of the bikeway along Cascade Greek between Niagara Point Subdivision and Niagara Pier, facing east.

19. Asphalt section of the bikeway connecting into the Niagara Pier Parking lot, facing west.



20. Concrete bikeway adjacent to Niagara Pier, facing west.



21. Concrete bikeway adjacent to Niagara Pier, facing east.

Sept 1994

22. View of the concrete bikeway adjacent to the Perry's Landing entrance, facing west.

23. View of the concrete bikeway adjacent to the Perry's Landing entrance, facing east.

24. The Bayfront Access and Beautification organization gathered volunteers and materials to do the landscaping along the Bayfront Bikeway.

25. Volunteers are busy spreading compost material along the bikeway route.

26. Landscaping equipment is being used to move the compost material along the bikeway route.

27. View of the landscaping activities adjacent to the bikeway.

6. PERMITS AND APPROVALS

The City of Erie obtained the following permits and approvals in conjunction with the Bayfront Bikeway Development Project - Phase II:

1. A March 2, 1993 letter from the Pennsylvania Historical and Museum Commission stating that the project will have no adverse impact on historic or archeological resources.

2. A June 30, 1993 letter from the Erie County Conservation District approving the City of Erie's Soil Erosion and Sediment Pollution Control Plan for the project.

1. PHMC Approval Letter:
No Adverse Impact

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Post Office Box 1026
Harrisburg, Pennsylvania 17108-1026

March 2, 1993

Ronald J. Desser
City of Erie
Bureau of Planning and Development
Room 404
626 State Street
Erie, PA 16501

TO EXPEDITE REVIEW USE
BHP REFERENCE NUMBER

RE: ER #92-3940-049-D
CZM, Bayfront Bikeway
Construction Project, City of
Erie, Erie County

Dear Mr. Desser:

The above named project has been reviewed by the Bureau for Historic Preservation (the State Historic Preservation Office) in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

Based on the available information, there are no National Register eligible or listed historic or archaeological properties in the area of this proposed project and therefore, this project should have no effect upon such resources. Should you become aware, from any source, that historic or archaeological properties are located at or near the project site, please telephone the Bureau for Historic Preservation at (717) 783-8946.

Sincerely,

Kurt W. Carr, Chief
Division of Archaeology
and Protection

KWC/ss

Erie County Conservation District

12723 ROUTE 19 • PO BOX 801 • WATERFORD, PA 16441 • PHONE (814) 796-4203

2. **Conservation District Approval Letter: E & S Plan**

250019366

June 30, 1993

TO: City of Erie
Mark Kukla - City Engineering
626 State St.
Erie, PA 16501

RE: Bayfront Bikeway, City of Erie, Erie County

SUBJECT: SOIL EROSION & SEDIMENT POLLUTION CONTROL PLAN

The plan has been reviewed and is adequate to meet the requirements of PA TITLE 25, Chapter 102, Erosion Control.

The Conservation District has reviewed this plan solely to determine whether it is adequate to satisfy the requirements of 25 PA Code 102.1 et. seq., the Erosion Control Regulations of the Department of Environmental Resources. By a determination that the plan is adequate to meet those requirements, neither the Conservation District nor the County assumes any responsibility for the implementation of the plan or the proper construction and operation of the facilities contained in the plan. The design, structure integrity, and installation of the control measures are the responsibility of the landowner and/or the earthmover. Before any construction or earthmoving may begin the appropriate and necessary local, state and federal permits must be secured from the agency having specific permitting authority.

A copy of the Soil Erosion and Sediment Pollution Control Plan must be available at the site of the earthmoving activity during construction and until the site is stabilized.

Comments on this plan are enclosed (See page 2).

Your Conservation District stands ready to assist you in solving your conservation problems. If you have any questions regarding this or any other projects, please contact our office at the above address and telephone number.

Sincerely,

William F. Staph
District Technician
ERIE CO. CONSERVATION DISTRICT

COMMENTS

1. A copy of the approval letter and the Soil Erosion & Sediment Pollution Control Plan must be kept on site at all times during construction.

2. You must notify the Conservation District (in writing) 5 days prior to the start of earthmoving project.

3. The Soil Erosion & Sediment Pollution Control Plan must be made available upon request of an inspector from the Department of Environmental Resources, Conservation District, or the Fish Commission.

7. EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS EASEMENT is made on November 30, 1993, by and between BAYFRONT ACCESS AND BEAUTIFICATION ORGANIZATION, INC. (THE "OWNER") AND THE CITY OF ERIE (THE "CITY").

The reasons for this Easement Agreement are as follows:

A. The Owner owns property, or has easements on property and desires to give an easement, the dimensions and location of which are described on Exhibit A attached.

B. The easement shall include both a temporary and a permanent easement, each of which shall have the characteristics stated in this Agreement.

C. Both parties desire a written statement of their understanding.

NOW, THEREFORE, intending to be legally bound, the Owner does hereby give and grant to the City and its assigns, and the City and its assigns hereby accept a nonexclusive easement for walking, running, biking, skating and similar recreational activities.

The easement shall have the following characteristics:

1. Temporary Easement. The temporary easement shall be for construction of a foot path and associated landscaping across the Owner's property as described in Exhibit A. The easement will be 30-feet wide with the centerline of the easement being the centerline of the path. The 30-foot temporary easement shall begin on the date of the execution of this easement and shall continue

until December 31, 1995, or until the path and associated landscaping are completed, whichever occurs first. If the path is not completed by December 31, 1995, this Easement Agreement shall terminate automatically without any further documents being filed of record.

2. Permanent Easement. The permanent easement shall be for the use and maintenance of a foot path across the Owner's property. The easement shall be as described in Exhibit A and have a depth of 12-inches from the top of the surface of the path. The easement shall be for walking, running, biking, skating and similar recreational uses only. It shall not include the right to place trash cans, vendor carts, picnic tables, park benches, signs and other similar uses on the easement. It shall not include the use of the landscaped area outside of the defined area of the permanent easement.

3. The Owner's Reserved Rights. The Owner reserves the right to change the location of the easement after the date of execution of this Agreement. The Owner shall pay the cost of moving the foot path in the easement and the design of the new foot path shall be of the same quality and be reasonable in relation to the foot path within the easements on adjacent properties. The design shall be consistent with a meandering foot path through a landscaped area along the Bayfront Parkway. The relocation easement shall remain accessible to the public as described in Section 2 of this Agreement. If the location of the easement is

to be changed, the Owner and the City will amend this Agreement in writing accordingly. The amendment shall include a sketch plan which identifies the new location of the easement.

4. Maintenance. The City shall maintain, at its expense, the concrete or asphalt surface of the foot path within the permanent easement.

5. Indemnification. The City acknowledges that it has received the easement for the good of the general public, and that it has a primary duty to maintain the paved surface actually to be used by the public. Therefore, the City hereby agrees to indemnify, save and hold harmless, the owner from any and all liability claims or causes of action of law or in equity including attorney's fees and court costs arising from the actual usage by the public of the pathway within the easement granted herein. The city, however, does not agree to so indemnify, save and hold harmless the owner from the consequences of owner's willful acts or omissions; nor does the City accept any liability for any environmental hazards which may be discovered during the construction or use of the easement, unless actually created by the City. Owner, therefore agrees to indemnify, save and hold harmless the City from all such suits, claims and actions as aforesaid including attorney's fees and court costs. Owner further agrees to make periodic visual inspections of the pathway under construction and to make prompt reports to the City regarding any obvious or reasonably discoverable defects or hazards which should be repaired by the City.

6. Arbitration. If the City fails to maintain or if the public or the City use the easement in a way inconsistent with the original purposes of the easement, then the Owner may request arbitration of the issue by written notice to the City. Thereafter, the arbitration shall take place in Erie County in accordance with the Compulsory Arbitration Rules of Erie County, Pennsylvania and the award of the arbitrators, which may include and injunction or declaratory relief, shall be final and binding on the parties.

7. MISCELLANEOUS.

a) This is the entire agreement between the parties. It may not be amended by an oral agreement or a course of conduct. It may only be amended by a written agreement.

b) This agreement shall be binding upon the parties and their assigns.

IN WITNESS to this Agreement, we fix our signatures and seals on August____, 1993.

BAYFRONT ACCESS AND BEAUTIFICATION ORGANIZATION, INC.

By _____
Jeff Gault

THE CITY OF ERIE

By _____
Joyce Savocchio, Mayor

DESCRIPTION OF EASEMENT

TEMPORARY EASEMENT - All areas shown within the "Limit of Landscape" on drawings numbered 4-CC-4390, Sheets L-1 through L-3, from Station No. 165+90 to 189+70 on file in Room 400 Municipal Building, 626 State Street, Erie, PA - The City Engineer's Office.

PERMANENT EASEMENT - All areas showing the placement of the Bikepath, Alternative A, on drawings numbered 4-CC-4390, Sheets 5 through 8, from Station No. 148+50 to 187+50, on file in Room 400 Municipal Building, 626 State Street, Erie, PA - The City Engineer's Office.

EXHIBIT A

8. AS-BUILT DRAWINGS

NOAA COASTAL SERVICES CTR LIBRARY
3 6668 14111676 6

RECEIVED
JAN 25 1995
LAND & WATER CONSERVATION
DPR