

City of Philadelphia



(Bill No. 250067)

AN ORDINANCE

Authorizing the Commissioner of Public Property, on behalf of the City, to acquire from the Commonwealth of Pennsylvania a perpetual right and easement on, over and across a certain tract of land at the intersection of Southampton Road and Roosevelt Boulevard for roadway and related improvements, under certain terms and conditions.

WHEREAS, Pursuant to the Act of Jul. 17, 2024, P.L. 873, Act 80 of the Pennsylvania Legislature, the General Assembly authorized the Department of Conservation and Natural Resources (“DCNR”), on behalf of the Commonwealth, to grant and convey to the City, a highway right-of-way easement situate in the City of Philadelphia, Philadelphia County; and

WHEREAS, This easement area, consisting of approximately 0.32869 acres (14,318 square feet), is located in the intersection of Southampton Road and Roosevelt Boulevard and is part of Benjamin Rush State Park; and

WHEREAS, The City and Commonwealth seek to enter an agreement pertaining to this easement area pursuant to which the Commonwealth will grant the City a perpetual easement for ingress, egress, and regress and for the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of a roadway and pedestrian walkway, together with all necessary and convenient appurtenances thereto and the City shall provide consideration of the sum of ONE DOLLAR (\$1.00) and agree to make roadway, landscaping and other related improvements to the easement areas; and

WHEREAS, The Commonwealth requires DCNR to obtain City approval by ordinance prior to conveying ownership and control of the easement area; and

WHEREAS, Section 5-900 of the Home Rule Charter requires Council approval by ordinance before the Department of Public Property can acquire ownership and control of the easement on behalf of the City; and

WHEREAS, Section 5-500 of the Home Rule Charter requires the Department of Streets to maintain the new easement after the City assumes ownership of the parcel; now, therefore, be it

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property, on behalf of the City of Philadelphia, is hereby authorized to enter into an agreement with the Commonwealth of Pennsylvania,

City of Philadelphia

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Department of Conservation and Natural Resources for the City to own and maintain an easement located in the intersection of Southampton Road and Roosevelt Boulevard pursuant to the terms of an Easement Agreement substantially in the form attached hereto as Exhibit "A."

SECTION 2. The City Solicitor is hereby authorized to review and to approve the agreements and documents necessary to effectuate the transaction authorized by this Ordinance, and to impose such terms and conditions on them as the City Solicitor may deem necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

City of Philadelphia

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Exhibit A

City of Philadelphia

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Prepared by and Return to:

Commonwealth of Pennsylvania

Department of Conservation and Natural Resources

8th Floor, Rachel Carson State Office Building (RCSOB)

P.O. Box 8451

Harrisburg, PA 17105-8451

Attention: Bureau of Facilities Design and Construction, Land Records Section

Telephone No: 717-787-9291

Philadelphia OPA Account Number: 885609160

OPA Address: 15150 E Roosevelt Blvd

EASEMENT AGREEMENT

Made the _____ day of _____, 20____,

Between: **COMMONWEALTH OF PENNSYLVANIA**, acting by and through the **DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**, with its principal office at: 400 Market Street, RCSOB – 8th Floor, P.O. Box 8451, Harrisburg, PA 17105-8451, hereinafter referred to as the Grantor,

-AND-

CITY OF PHILADELPHIA, a first-class city of the Commonwealth of Pennsylvania, with its principal office at: c/o Department of Streets, 1401 John F. Kennedy Blvd., 7th Floor, Philadelphia, PA 19102-1676, hereinafter referred to as the Grantee,

WITNESSETH:

WHEREAS, the Grantor owns and maintains the Benjamin Rush State Park;

WHEREAS, the Grantor, is conveying to the Grantee, a required highway right-of-way easement for improvements to the intersection of Southampton Road and Roosevelt Boulevard (US Route 1), containing approximately 0.32869-acres (14,318 square feet), situate in the City of Philadelphia, Philadelphia County, and being part of Benjamin Rush State Park;

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WHEREAS, the Grantor, through Act of Jul. 17, 2024, P.L. 873, Act 80 of the Pennsylvania Legislature, dated July 17, 2024, is authorized on behalf of the Commonwealth of Pennsylvania to grant and convey to Grantee, a highway right-of-way easement situate in the City of Philadelphia, Philadelphia County;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, well and truly paid by the said Grantee to the said Grantor, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further consideration of the benefits which will incur to the Grantor and to the public, the Grantor does hereby grant and convey to the Grantee the following, and the parties agree as follows:

1. **RECITALS INCORPORATED.** The recitals above are incorporated herein by reference.
2. **GRANT OF EASEMENT.** The Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a perpetual right and easement on, over and across that certain tract of land generally depicted in EXHIBIT “A” and described in EXHIBIT “B”, attached and incorporated herein by reference, for ingress, egress, and regress and for the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of the a roadway and pedestrian walkway, together with all necessary and convenient appurtenances thereto.
3. **TERM AND TERMINATION.** This Agreement shall commence on the date that it has been fully executed by both parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last signature and shall terminate upon the Grantee’s written notification to the Grantor.
4. **IMPROVEMENTS.**

As part of the consideration for the conveyance of this easement, the Grantee agrees to complete, to the DCNR’s specifications and approval, the following improvements, as shown on Exhibit “C”:

- i. Landscaping improvements will be made along Southampton Road to assist in screening the roadway from the state park.
- ii. Reconstruction of the trail, fencing, bollards and other items at the pedestrian entrance to the park at the intersection of Roosevelt Boulevard and Southampton Road.
- iii. Reconstruction or relocation of the existing entrance sign for the Pennsylvania Department of Military and Veterans Affairs, Delaware Valley Veterans Home (DVVH), including electrical relocation (for sign lighting). If the DVVH sign cannot be relocated as prescribed due to unforeseen circumstances, the City shall construct a new sign of like materials and size including the electrical requirement for sign lighting.

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- iv. Improvements of the shared state park / DVVH access road at the intersection of Southampton Road to include an entrance lane, left exit lane, and right exit lane.
5. **EXISTING ENCUMBRANCES.** The easement is granted under and subject to all lawful and enforceable easements, servitudes, and rights of others, including but not confined to streets, roadways, and rights of any telephone, telegraph, water, electric, gas, or pipeline companies, as well as under and subject to any lawful and enforceable estates or tenancies vested in third persons appearing of record, for any portion of the land or improvements erected thereon.
6. **NO WAIVER.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement will not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
7. **NOTICES.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, by one of the following methods: (i) email; and also delivered by (ii) regular mail; (iii) facsimile; or (iii) delivery in person. Notice shall be deemed to have been given on the earlier of: (i) receipt of electronic email; (ii) when delivered by hand or overnight mail; or (iii) if mailed, three (3) business days after mailing.

If to THE CITY OF PHILADELPHIA:

The City of Philadelphia
c/o Department of Streets
1401 John F. Kennedy Blvd.
7th Floor, Philadelphia,
PA 19102-1676
Phone: 215/686-5515 Fax: 215/686-5067

If to DCNR:

COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT
OF CONSERVATION AND NATURAL RESOURCES
Rachel Carson State Office Building, 8th Floor
Bureau of Facility Design and Construction
400 Market Street; Attn: FDC Land Records
Harrisburg, Pennsylvania 17105-8451
Phone: 717/783-7943 Fax: 717/705-5549

With Copy To:

Chief Counsel, Office of Chief Counsel
Department of Conservation and Natural Resources
400 Market Street – 7th Floor
Rachel Carson State Office Building
Harrisburg, Pennsylvania 17105-8767
Phone: 717/772-4171 Fax: 717/705-2830

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8. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding on the respective successors and assigns of the parties hereto.
9. **SEVERABILITY.** If any one provision of this Agreement will be held invalid, illegal, or unenforceable, the remaining provisions hereof will not be affected thereby and will remain in full force and effect.
10. **PENNSYLVANIA LAW TO APPLY.** This Agreement will be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.
11. **RIGHT TO KNOW LAW.** The Grantor, in its performance of the provisions of this Agreement, will comply with the Right to Know Law provisions attached as EXHIBIT“D”.
12. **TITLES NOT CONTROLLING.** Titles of paragraphs are for reference only, and will not be used to construe the language in this Agreement.
13. **ADDITIONAL DOCUMENTS.** The Grantor and the Grantee agree to execute any and all documents, which may become reasonably necessary in the future to effectuate the provisions of this Agreement.
14. **EFFECTIVE DATE.** The Effective Date of this Agreement will be the date that it has been fully executed by both parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last signature.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties, through their authorized representatives, have properly executed this Agreement on the date of last Commonwealth signature below.

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES**

Attest: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF PHILADELPHIA

Witness: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form,
Renee Garcia,
City Solicitor

By: _____

Michele Sarkos
Senior Attorney

City of Philadelphia

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STATE OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this, the _____ day of _____, A.D. 20____, before me,
a Notary Public, the undersigned officer, personally appeared
_____, whose name as
_____ of the **City of Philadelphia** is signed to the foregoing
instrument, and being informed of the contents of this instrument, ___he in h__ capacity as
_____, and with authority executed the same voluntarily on behalf of said **City
of Philadelphia**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this, the _____ day of _____, A.D. 20____, before me,
a Notary Public, the undersigned officer, personally appeared
_____, whose name as _____ of
the **Department of Conservation and Natural Resources** is signed to the foregoing instrument,
and being informed of the contents of this instrument, ___he in h__ capacity as
_____, and with authority executed the same voluntarily on behalf of saidthe
Department of Conservation and Natural Resources.

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Approved as to Legality and Form:

Chief Counsel, DCNR

Office of Attorney General

I HEREBY CERTIFY that the
principal place of business and
mailing address of the Grantee
herein is:

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of Facility Design and Construction
Land Records Section
P.O. Box 8451
Harrisburg, PA 17105-8451

Attorney for Grantee

EXHIBIT "A"

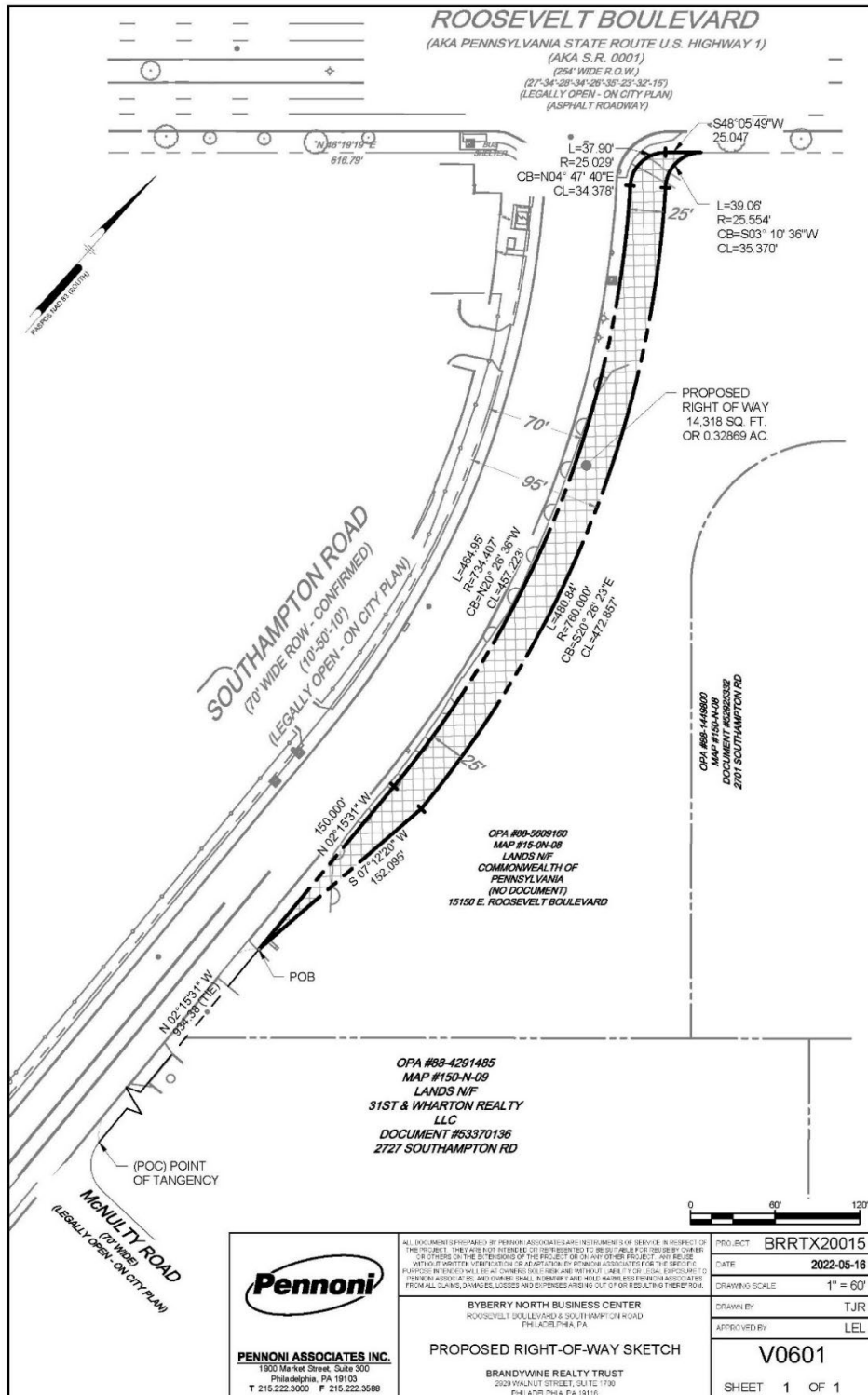


EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

66th Ward of the City of Philadelphia,

Township of Byberry,

County of Philadelphia,

Commonwealth of Pennsylvania

ALL THAT CERTAIN piece of ground, situate in the 66th Ward of the City of Philadelphia and described in accordance with a survey plan by Pennoni Associates Inc., entitled "Proposed Right of Way Plan", drawing number V-0601, project number BRRTX20015, dated 16/02/2022, and being more particularly described as follows:

BEGINNING at a point on the Northeasterly side of Southampton-Byberry Road (70 feet wide, Legally Open, On City Plan number 385), said point being measured North 02 degrees 15 minutes 31 seconds West, the distance of 934.38 feet from a point of curve, said curve having a radius of 25.000 feet and an arc distance of 38.495 feet, which connects the Northeasterly side of Southampton-Byberry Road and with the Northwesterly side of McNulty Road (70 feet wide, Legally Open, On City Plan number 385); thence extending from said beginning point, along the Northeasterly side of Southampton-Byberry Road, North 02 degrees 15 minutes 31 seconds 15000 feet to a point; thence along a curve to the left, radius 734.407 feet, an arc distance of 464.950 feet, a chord bearing of North 20 degrees 26 minutes 36 seconds West, and a chord distance of 457.223 feet to a point; thence along a curve to the right, radius of 25.029 feet, an arc distance of 37.900 feet, a chord bearing of North 04 degrees 47 minutes 40 seconds East, and a chord distance of 34.378 feet to a point; thence South 48 degrees 05 minutes 49 seconds West, a distance of 25.047 feet, to a point; thence along a curve to the left, radius of 25.554, an arc distance of 39.060 feet, a chord bearing of South 03 degrees 10 minutes 36 seconds West, and a chord distance of 35.370 feet to a point; thence along a curve to the right, radius 760.000 feet, an arc distance of 480.840 feet, a chord bearing of South 20 degrees 26 minutes 23 seconds East, and a chord distance of 472.857 feet to a point; thence South 07 degrees 12 minutes, 20 seconds West, 152.095 feet to the first mentioned point of beginning.

Easement contains 14,318 square feet or 0.32869 acres.

Being a portion of the lands, now and formerly of the Commonwealth of Pennsylvania, OPA number 88-4291485, and listed as Map number 150-N-08.

ANDYWINE REALITY TRUST

II. ENGINEER

LEGAL CONSIDERATIONS

LANDSCAPE DESIGN

LANDSCAPE PLAN

SCALE: 1"=30'

1. CONTRACTOR MUST TEST AND AMEND EXISTING TOPSOIL PER SPECIFICATIONS.
2. FINAL GRADING AND INSTALLATION OF COIR MATS MUST BE COMPLETED BEFORE PLANTING. COIR MATS MAY BE CUT TO THE MINIMUM SIZE REQUIRED TO ACCOMMODATE ROOT BALLS OF TREES AND SHRUBS. PLUGS SHALL BE PLANTED IN THE COIR MAT OPENINGS WITH NO CUTTING.
3. NOTIFY ALL UTILITY COMPANIES AND LOCATE ALL EXISTING AND NEW UTILITIES PRIOR TO EXCAVATING PLANT PITS. PLANT LOCATIONS MAY BE ADJUSTED IN THE FIELD TO AVOID INTERFERENCE WITH UNDERGROUND UTILITIES, WITH APPROVAL OF THE LANDSCAPE ARCHITECT
4. SHOULD ANY DISCREPANCY ARISE BETWEEN THE PLANTING PLAN AND THE PLANTING SCHEDULE, THE PLANTING SCHEDULE SHALL PREVAIL. THE QUANTITY OF PLANT MATERIAL TO BE INSTALLED
5. ALL PLANT MATERIAL SHALL BE OF NURSERY STOCK QUALITY AS DEFINED BY THE AMERICAN NURSERY AND LANDSCAPE TRADING ASSOCIATION. ALL PLANT MATERIAL TO BE GUARANTEED TO LIVE AT LEAST 18 MONTHS AFTER COMPLETION OF THE PROJECT.
6. ALL PLANT MATERIAL SHALL BE APPROVED UPON ARRIVAL TO THE SITE. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF THREE DAYS PRIOR TO DELIVERY.
7. ALL PLANT LOCATIONS SHALL BE STAKED IN THE FIELD AND LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
8. PROPOSED PLANT MATERIAL MAY BE SUBSTITUTED BY SIMILAR PLANTS, SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT.
9. MULCH SHALL BE AN AGED, DOUBLE SHREDDED HARDWOOD BARK MULCH OR COMPOSTED LEAF MULCH. MULCH SHALL BE FREE OF WEEDS, GRASS CLIPPINGS ARE NOT ACCEPTABLE. MULCH SHALL BE APPLIED TO AN EVEN ANGLE, TO A DEPTH OF 3" NO MULCH SHALL BE PILED AGAINST TRUNKS, STEMS, CROWNS, OR ROOT FLARES AT BASE OF SHRUBS.

1. APPLY LAWN SEED TO ALL AREAS INDICATED ON PLAN AND ALL AREAS DISTURBED BY CONSTRUCTION.
2. RUTS AND TIRE MARKS LEFT BY CONSTRUCTION VEHICLES MUST BE RESTORED, TO INCLUDE LOOSENING OF THE COMPACTED SOIL, REMOVING MOUNDS AND HUMPS, FILLING DEPRESSIONS, AND RAKING TOPSOIL TO PROVIDE SMOOTH LAWN SURFACE BEFORE SEEDING.
3. ALL NEW LAWN AREAS TO BE SEED TO RECEIVE 4" MINIMUM DEPTH OF TOPSOIL REMAINING STOCKPILED TOPSOIL TO BE SPREAD EVENLY IN PERENNIAL PLANTING AREA.
4. BEFORE SEEDING, CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO TOPSOIL TESTS, IN LOCATIONS AS APPROVED BY THE ENGINEER. ALL APPLICATIONS OF FERTILIZER OR OTHER SOIL AMENDMENTS SHALL BE MADE PER SOIL TEST RECOMMENDATIONS. TOPSOIL MUST MEET ALL SPECIFICATION REQUIREMENTS. TOPSOIL MUST BE AMENDED AND RETESTED PRIOR TO PLANTING OPERATIONS.
5. MULCH ALL SEEDED AREAS WITH CLEAN STRAW.
6. WATER AND MAINTAIN ALL SEEDED AREAS PER SPECIFICATIONS.
7. RESEED BARE OR THIN AREAS AS DIRECTED BY THE LANDSCAPE ARCHITECT.
8. LAWN SEED MIX / ATHLETIC FIELD MIX: SEED MIX SPECIFICALLY FORMULATED FOR ATHLETIC FIELDS AND HOME USE LAWN AREAS, WITH A COMPLETE MICROBIAL SEED TREATMENT PACKAGE (MYCO) AND SEED COATING SYSTEM FOR GERMINATION: PENNINGTON SMART SEED PRO ATHLETIC FIELD MIX, OR APPROVED ALIKE, APPLIED AT 6 TO 8 LBS/ 1,000 SQ. FT.
9. SEE SPECIFICATIONS FOR MORE INFORMATION.

KEY	QTY	BOTANICAL NAME	COMMON NAME	INITIAL SIZE	ROOT
		SHADE TREES			
AR	3	<i>Acer rubrum</i> 'October Glory'	October Glory Red Maple	3" cal.	B&B
NS	3	<i>Nyssa sylvatica</i>	Black Gum	3" cal.	B&B
QB	1	<i>Quercus bicolor</i>	Swamp White Oak	3" cal.	B&B
QP	2	<i>Quercus phellos</i>	Willow Oak	3" cal.	B&B
		EVERGREEN TREES			
IO	3	<i>Ilex opaca</i>	American Holly	7'-8" ht.	B&B
JV	6	<i>Juniperus virginiana</i>	Eastern Red Cedar	7'-8" ht.	B&B
PS	5	<i>Pinus strobus</i>	Eastern White Pine	10'-12" ht.	B&B
TO	9	<i>Thuja occidentalis</i> 'Dark Green'	Dark Green American Arborvitae	7'-8" ht.	B&B
		UNDERSTORY TREES			
AG	3	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2" cal.	B&B
CC	3	<i>Cercis canadensis</i>	Eastern Redbud	2" cal.	B&B
CF	4	<i>Cornus florida</i>	Flowering Dogwood	2" cal.	B&B
		SHRUBS			
CA	14	<i>Callicarpa americana</i>	Beautyberry	24" ht. min.	#3 Cont.
CL	8	<i>Clethra alnifolia</i>	Summersweet	24" ht. min.	#3 Cont.
IG	13	<i>Ilex glabra</i>	Inkberry	24" ht. min.	#3 Cont.
JV	9	<i>Itea virginica</i>	Virginia Sweetpire	24" ht. min.	#3 Cont.
VD	12	<i>Viburnum dentatum</i>	Arrowwood Viburnum	36" ht. min.	#5 Cont.
MP	10	<i>Myrica pensilvanica</i>	Northern Bayberry	36" ht. min.	#5 Cont.

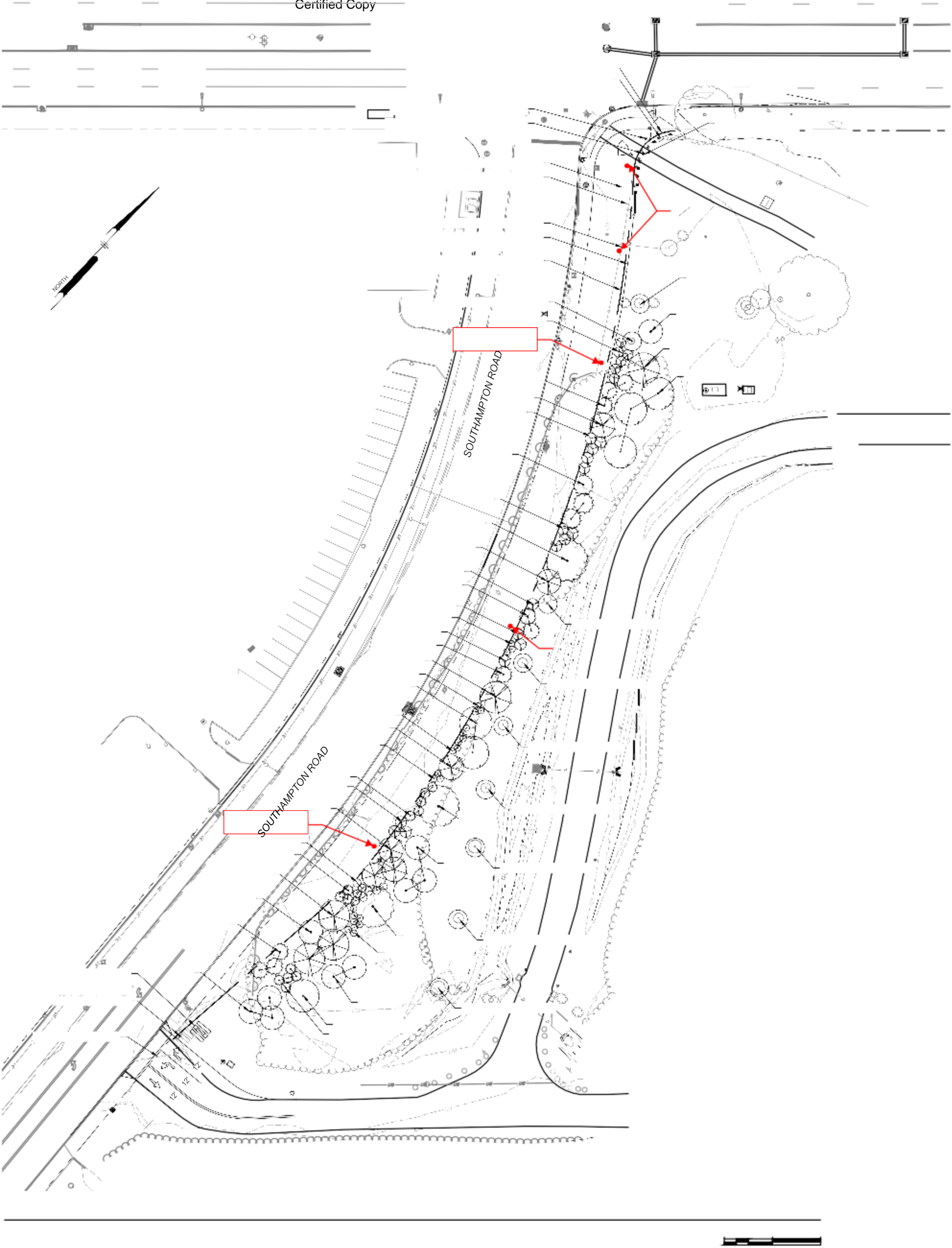
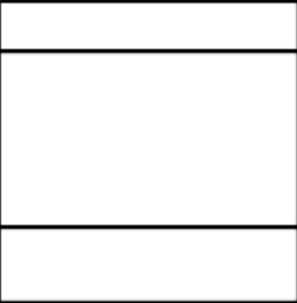
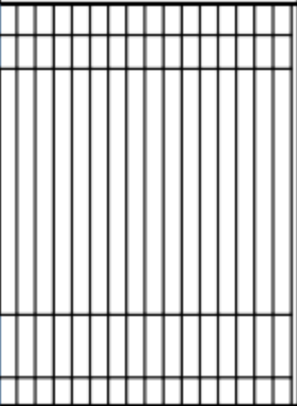


EXHIBIT “D”

RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

End

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on May 8, 2025. The Bill was Signed by the Mayor on May 28, 2025.

A handwritten signature in black ink, reading "Elizabeth McCollum". The signature is fluid and cursive, with the first name "Elizabeth" and last name "McCollum" clearly distinguishable.

Elizabeth McCollum
Chief Clerk of the City Council