Legislation Details (With Text)

File #:	220524	**Version:** 0	**Name:**		
Type:	Bill		**Status:**	ENACTED	
File created:	5/26/2022		**In control:**	Committee on Public Property and Public Works	
On agenda:			**Final action:**	6/23/2022	

Title: Authorizing the Commissioner of Public Property and the Director of Commerce, on behalf of the City of Philadelphia, to enter into a lease agreement with the Commonwealth of Pennsylvania for property within the Commonwealth of Pennsylvania's Interstate 95 right-of-way between Spring Garden Street and Allegheny Avenue, as well as certain portions of the Commonwealth of Pennsylvania's North Delaware Avenue right-of-way between Spring Garden Street and Allegheny Avenue and certain portions of the Commonwealth of Pennsylvania's Richmond Street right-of-way between Spring Garden and Allegheny Avenue, to be further subleased by the City to the Delaware River Waterfront Corporation; all under certain terms and conditions.

Sponsors: Councilmember Squilla

Indexes: AGREEMENTS, PUBLIC PROPERTY

Code sections:

Attachments: 1. Bill No. 22052400.pdf, 2. CertifiedCopy22052400

Date	Ver.	Action By	Action	Result	Tally
7/6/2022	0	MAYOR	SIGNED		
6/23/2022	0	CITY COUNCIL	READ AND PASSED	Pass	17:0
6/16/2022	0	CITY COUNCIL	SUSPEND THE RULES OF THE COUNCIL		
6/16/2022	0	CITY COUNCIL	READ AND ORDERED PLACED ON NEXT WEEK'S SECOND READING CALENDAR		
6/16/2022	0	CITY COUNCIL	ORDERED PLACED ON THIS DAY`S FIRST READING CALENDAR		
6/10/2022	0	Committee on Public Property and Public Works	HEARING NOTICES SENT		
6/10/2022	0	Committee on Public Property and Public Works	HEARING HELD		
6/10/2022	0	Committee on Public Property and Public Works	REPORTED FAVORABLY, RULE SUSPENSION REQUESTED		
5/26/2022	0	CITY COUNCIL			

Authorizing the Commissioner of Public Property and the Director of Commerce, on behalf of the City of Philadelphia, to enter into a lease agreement with the Commonwealth of Pennsylvania for property within the Commonwealth of Pennsylvania's Interstate 95 right-of-way between Spring Garden Street and Allegheny Avenue, as well as certain portions of the Commonwealth of Pennsylvania's North Delaware Avenue right-of-way between Spring Garden Street and Allegheny Avenue and certain portions of the Commonwealth of Pennsylvania's Richmond Street right-of-way between Spring Garden and Allegheny Avenue, to be further subleased by the City to the Delaware River Waterfront Corporation; all under certain terms and conditions.

Whereas, Within the bounds of the City of Philadelphia, the Commonwealth of Pennsylvania has a right-of-way for Interstate 95, a right-of-way on North Delaware Avenue, and right-of-way on Richmond Avenue; and,

Whereas, The Commonwealth has determined that certain portions of its Interstate 95 right-of-way, certain portions of its North Delaware Avenue right-of-way, and certain portions of its Richmond Avenue right-of-way between Spring Garden Street and Allegheny Avenue, are available for leasing to the City; and,

Whereas, The City intends to sublease the portions of the Commonwealth's rights-of-way leased to the City to the Delaware River Waterfront Corporation, a nonprofit corporation with a mission to design, develop, program and maintain public amenities along the central Delaware River Waterfront; and,

Whereas, The Delaware River Waterfront Corporation will maintain the subleased property in accordance with a sublease between the City and the Delaware River Waterfront Corporation as well as the lease between the City and the Commonwealth and may further convey its subleasehold estate to generate funds necessary to maintain the property subject to the lease and sublease described in this ordinance.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property and the Commerce Director, on behalf of the City of Philadelphia, are authorized to enter into a lease agreement with the Commonwealth of Pennsylvania for portions of property constituting the Commonwealth's Interstate 95 right-of-way, the Commonwealth's North Delaware Avenue right-of-way, and the Commonwealth's Richmond Avenue right-of-way between Spring Garden Street and Allegheny Avenue.

SECTION 2. The Commissioner of Public Property and the Commerce Director, on behalf of the City of Philadelphia, are authorized to enter into a sublease agreement with the Delaware River Waterfront Corporation whereby the City will sublease to the Delaware River Waterfront Corporation all of the City's interests and obligations detailed in the lease the City entered into with the Commonwealth of Pennsylvania described in Section 1 of this ordinance.

SECTION 3. The obligations and requirements of the lease agreement referred to in Section 1 and sublease agreement referred to in Section 2 are set forth in the document attached as "Exhibit A".

SECTION 4. The City Solicitor is authorized to review and to approve all documents necessary to effectuate this Ordinance. The City Solicitor is further authorized to include in those documents such terms and conditions that the City Solicitor deems necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

EXHIBIT "A"

Terms of the Proposed Lease Agreement

1. Landlord: Commonwealth of Pennsylvania

2. Tenant: City of Philadelphia

3. Premises: Portions of property constituting the Commonwealth's Interstate 95 right-of-way, the Commonwealth's North Delaware Avenue right-of-way, and the Commonwealth's Richmond Avenue

right-of-way between Spring Garden Street and Allegheny Avenue

4. Use of the Premises: Any purpose which is consistent with the public interest and not inconsistent with the Commonwealth's use of its facilities.

5. Term of Lease: Four (4) years.

6. Renewal Terms: Lease Agreement may be extended for four (4) successive four (4) year terms.

7. Rent: One dollar per year. In the event net revenue is generated from subleasing income that is not spent on maintenance obligations, shall pay net revenue as additional rent to Commonwealth.

8. Indemnification: City shall indemnify the Commonwealth for any damages recoverable under the Political Subdivision Tort Claims Act.

9. Maintenance: Maintain leased premises in orderly, clean, safe and sanitary condition; responsible for, and pay the cost of, maintaining, developing, operating and policing the surface of the leased premise removal of snow, ice, trash and graffiti.

10. Utilities and Charges: All taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, or payments in lieu thereof, whether general and special, ordinary or extraordinary, together with interest and penalties, which are levied upon or assessed against all or any part of the Leased Premises or the use or occupation of all or any part of the Leased Premises.

Terms of the Proposed Sublease Agreement

1. Sublandlord: City of Philadelphia

2. Subtenant: Delaware River Waterfront Corporation ("DRWC")

3. Premises: Portions of property constituting the Commonwealth's Interstate 95 right-of-way, the Commonwealth's North Delaware Avenue right-of-way, and the Commonwealth's Richmond Avenue right-of-way between Spring Garden Street and Allegheny Avenue. All sidewalks, walkways, curbs, curbing, curb cuts, related masonry and hardscaping are included in the definition of Lease Premises.

4. Use of the Premises: Any purpose which is consistent with the public interest and not inconsistent with the Commonwealth's use of its facilities.

5. Term of Lease: Four (4) years.

6. Renewal Terms: Lease Agreement may be extended for four (4) successive four (4) year terms.

7. Rent: One dollar per year. In the event net revenue is generated from subleasing income that is not spent on maintenance obligations, shall pay net revenue as additional rent to the City.

8. Indemnification: DWRC shall indemnify the City, Commonwealth, FHWA and their agents and employees.

9. Maintenance: Maintain leased premises in orderly, clean, safe and sanitary condition; responsible for, and pay the cost of, maintaining, developing, operating and policing the surface of the leased premise removal of snow, ice, trash and graffiti; shall repair and maintain sidewalks.

10. Utilities and Charges: All taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, or payments in lieu thereof, whether general and special, ordinary or extraordinary, together with interest and penalties, which are levied upon or assessed against all or any part of the Leased Premises or the use or occupation of all or any part of the Leased Premises.

11. Private Subleases: DRWC is permitted to further sublease the Leased Premises to private entities.