SUMMARY STATEMENT

ITEM NO. DRPA-13-142

SUBJECT: Agreement to Access BFB
Underbridge Secured Lot – 3rd St.,
Philadelphia Between DRPA and LFLC
Works

COMMITTEE: Operations & Maintenance

COMMITTEE MEETING DATE: December 4, 2013

BOARD ACTION DATE: December 11, 2013

PROPOSAL: That the Board authorizes DRPA to enter into an Access Agreement with LFLC Works, a Pennsylvania limited partnership, who owns and operates a residential building known as The Chocolate Works in order to allow Chocolate Works entry on a DRPA secured lot located underneath the Benjamin Franklin Bridge at 3rd Street in Philadelphia, PA for a five (5) year term to utilize the loading docks owned by Chocolate Works for the limited purpose of providing vendors, delivery personnel, trash removal personnel and residents with access to the loading docks.

PURPOSE: To adopt a resolution authorizing DRPA to negotiate and enter into an Access Agreement with Chocolate Works for a five (5) year term to allow Chocolate Works entry onto the premises underneath the Benjamin Franklin Bridge at 3rd Street in Philadelphia, PA for use of loading docks owned by Chocolate Works for the sole purpose of providing vendors, delivery personnel, trash removal personnel and residents with access to the loading docks. Chocolate Works under this Access Agreement with DRPA would have right of ingress and egress, for five (5) years, along with a non-exclusive license to use the premises underneath the Benjamin Franklin Bridge at 3rd Street in Philadelphia, PA for this limited purpose. The Agreement would include the necessary Certificates of Insurance and will adhere to DRPA’s Indemnification and liability requirements.

BACKGROUND: The LFLC Works hereinafter referred to as “Chocolate Works” owns and operates a residential building known as Chocolate Works located at 231 N. 3rd Street, Philadelphia, Pennsylvania 19106. Access to two loading docks at Chocolate Works requires entry onto the premises owned by the DRPA and located underneath the Benjamin Franklin Bridge on the east side of 3rd Street in Philadelphia Pennsylvania. DRPA would permit Chocolate Works to use the premises for the sole purpose of accessing the loading docks at the Chocolate Works to providing vendors, delivery personnel, trash removal personnel and residents with access to the loading docks.

DRPA and Chocolate Works previously executed a similar such Access
Agreement in December 2001. Staff advises that a formal access agreement is reinstated. LFLC Works access provisions would involve a gate lock mechanism, key control and loading dock surveillance cameras. The proposed access provisions have been reviewed by Homeland Security, Public Safety, Risk Management and Bridge Operations staff. There would be no cost to DRPA.

SUMMARY:

Amount: $0
Source of Funds: N/A
Operating Budget: N/A
Capital Project #: N/A
Master Plan Status: N/A
Other Fund Sources: N/A
Duration of Agreement: Five (5) Years
Other Parties Involved: N/A
RESOLUTION

RESOLVED: That the Board of Commissions of the Delaware River Port Authority authorize DRPA staff to negotiate and enter into an Access Agreement with Chocolate Works for a five (5) year term to allow Chocolate Works entry onto the premises underneath the Benjamin Franklin Bridge at 3rd Street in Philadelphia, PA for use of loading docks owned by Chocolate Works for the sole purpose of providing vendors, delivery personnel, trash removal personnel and residents with access to the loading docks. Therefore, be it further

RESOLVED: The Chair, Vice Chair and the Chief Executive Officer must approve and are hereby authorized to approve and execute all necessary Agreements, or other documents on behalf of the DRPA. If such Agreements, or other documents have been approved by the Chair, Vice Chair and Chief Executive Officer and if thereafter, either the Chair or Vice Chair is absent or unavailable, the remaining Officer may execute the said document(s) on behalf of DRPA along with the Chief Executive Officer. If both the Chair and Vice Chair are absent or unavailable and if it is necessary to execute the said document(s) while they are absent or unavailable, then the Chief Executive Officer shall execute such documents on behalf of DRPA.

SUMMARY:

Amount: $0
Source of Funds: N/A
Finance Budget: N/A
Capital Project #: N/A
Master Plan Status: N/A
Other Fund Sources: N/A
Duration of Agreement: Five (5) Years
Other Parties Involved: N/A