Image: Grays Ferry Triangles Committee

CITY OF PHILADELPHIA
PEDESTRIAN PLAZA GUIDELINES & APPLICATION

FEBRUARY 2016

Introduction

The City of Philadelphia is pleased to partner with community groups, non-profits, and businesses to convert underutilized street segments into pedestrian plazas. Pedestrian plazas can dramatically improve the vitality of city public space and reinvigorate our streets, while calming traffic and clarifying intersection geometry.

Pedestrian plazas are permitted by the City of Philadelphia through its Streets Department. Pedestrian plaza hosts receive a one-year Pedestrian Enhancement Permit that is renewable for up to three years. To receive a Pedestrian Enhancement Permit, submit an application (see pages 7 – 13) demonstrating that the pedestrian plaza is consistent with the guidelines established in this

document (see pages 4 – 6).

Pedestrian plaza at S. 48th St. and Baltimore Avenue

Questions should be directed to the Pedestrian Plaza Program Manager at:

Office of Transportation & Infrastructure Systems
1401 JFK Boulevard, Suite 1430
Philadelphia PA, 19102

Phone: 215-686-4421
Email: completestreets@phila.gov

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Placement Guidelines

Pedestrian plaza locations are subject to review by the City's Chief Traffic Engineer. The guidance listed below is subject to the Chief Traffic Engineer's discretion and may be waived if the engineer feels the location and placement is appropriate.

Placement within the Neighborhood

- Pedestrian plazas should utilize excess roadway that does not play an integral role in circulation. Streets that cut diagonally across the grid or have redundant turning areas are especially good candidates for pedestrian plazas.
- Adjacent streets should have posted speed limits of no more than 25 MPH.
- Pedestrian plazas should be located near commercial activity or other uses that generate significant volumes of pedestrian activity.

Placement in Relation to Other Street Elements

- Pedestrian plazas should:
    - Not limit access to fire hydrants;
    - Not interfere with SEPTA.

Maintaining Access to Utilities

- The pedestrian plaza must block not access to utilities, including:

Manholes	Gas shutoff valves
Sewer grates/storm drains	Electric meters
Storm drain cleanouts	Telephone switch boxes
Water shutoff valves	

Design Guidelines

Each pedestrian plaza is different, but, in general, the following design guidelines must be met:

General

- Pedestrian plaza elements (planters, tables, chairs, umbrellas, benches, etc.) must be removable by the Permittee.
- Reconstruction or alteration of the street should not be required.
- Paint can be applied to the plazas to mark new pedestrian areas.
- Applicants should consider what balance of open space, seating, and other elements is appropriate for the area.
- Applicants should consider the flexibility of the design for events, seasons, and age groups.

Dimensions

- The Streets Department does not have set requirements for the size of pedestrian plazas or for the size or weight of pedestrian plaza elements, such as planters, tables, chairs, and benches.
- Planters should be large enough to create a sense of enclosure in the space, and to provide an effective buffer between pedestrians and automobiles.
- During its review, Streets Department staff will consider whether, in context, pedestrian plaza elements will create a nighttime security hazard.

Maintaining Pedestrian Access

- Intrusions onto the sidewalk must be limited.
- Pedestrian access to and from the plaza via existing crosswalks should be maintained to accommodate individuals with disabilities as well as pedestrians with strollers, carts, etc.
- Existing pedestrian pathways on the perimeter of plazas should be maintained or improved.

Visibility to Drivers

- Pedestrian plaza elements near the street should contain lightly colored or reflective materials to aid nighttime visibility.

- Planters, umbrellas, and other elements are encouraged to ensure visibility to passing vehicles. These elements should not obscure driver, cyclist, or pedestrian visibility to the detriment of safety.
- Where pedestrian plaza elements lead to the narrowing or an unexpected change in roadway width, the Streets Department may require that reflective strips be placed on some elements.

Protection from Vehicles

- Pedestrian plaza designs may feature reflective hit posts to delineate new pedestrian spaces.
- Wheel stops may be required by the Chief Traffic Engineer. Wheel stops are used to protect the pedestrian plaza from turning movements associated with parking cars.

Pedestrian Plaza Elements

- Pedestrian elements should generally durable and resistant to weather, changes in temperature, and rust.
- Applicants interested in overhead structures, banners, fabric sails (excluding umbrellas) or other architectural features that may catch wind must provide proof that the structures have the ability to withstand wind loads specified by the Streets Department. Applicants must prove that said structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions. The Streets Department may require overhead structures like canopies to be sealed by an engineer to ensure they are designed in accordance with building code wind load criteria.
- Any signage that contains a corporate logo shall be considered "Accessory Signage" and must receive Art Commission approval.
- Pedestrian plaza elements (such as benches or planter boxes) must be located at least 18'' away from the curb to enable the drivers and passengers of vehicles parked adjacent to the plaza to safely open vehicle doors.

Other

- Bicycle parking can be incorporated into pedestrian plaza design. The design must ensure that parked bicycles do not extend beyond the plaza.

Guidelines for Operations

General Guidelines

- Cleaning and maintaining pedestrian plazas is the responsibility of the permittee. The permittee's responsibilities are detailed in a set of permit special conditions.
- Permittees should keep a copy of their permit and attached special conditions on hand. The permit need not be displayed outside on the pedestrian plaza.
- Any electrical connections intended to provide power to the pedestrian plaza must be approved by the appropriate engineers and may require separate operations and insurance agreements.

Using the Pedestrian Plaza

- Permittees are welcome and encouraged to host events at the pedestrian plaza, so long as events are open to the public, do not create a nuisance in the neighborhood, and comply with all existing regulations.
- Alcohol may not be served in pedestrian plazas.
- Table service is not allowed in pedestrian plazas.
- Pedestrian plazas are public spaces, and should contain a sign that says "Public Plaza | All seating open to the public."

Initial Pedestrian Enhancement Permit Application Process (Year One)

Who can apply for a Pedestrian Enhancement Permit?

Organizations with the capacity to install, clean and maintain a pedestrian plaza can apply. Partnerships are encouraged. Note that the official pedestrian plaza permittee must be the same entity that holds required insurance.

When must I apply?

The City will review pedestrian plaza applications on a rolling basis; there is no fixed deadline. The application process will take at least several months, and may entail multiple meetings with City staff to review the proposed plans and discuss required changes.

What does the application process entail?

1. Contact the Pedestrian Plaza Program Manager
    a. Write to completestreets@phila.gov or call 215-686-4421 to discuss your application, ask any questions, and learn about program updates.
2. Submit an Pedestrian Plaza Application
    a. Submit an application form with required signatures (page 11).
    b. Submit the following attachments:
        i. At least two pictures of the area of the proposed closure;
        ii. A map of the proposed pedestrian plaza location, which should include:
            1. The proposed street closure;
            2. The street numbers of all buildings on the block;
            3. The direction of traffic;
            4. The presence and location of: vacant lots or buildings, driveways, fire hydrants, man-holes, storm water inlets, bike parking, utilities (including, but not limited to tree grates, valves, covers, manholes, junction boxes, signs, lights, and poles), street furniture (including but not limited to bus shelters, honor boxes, and benches), and cafe seating;
        iii. Letters of support from abutting property owners and commercial tenants (see sample on page 16). The City's Pedestrian Enhancement Ordinance requires *"support, in writing, from two-thirds (2/3) of the owners and commercial tenants of properties abutting the Pedestrian Enhancement if there are three or fewer abutting properties, and three-fourths (3/4) of the*

owners and commercial tenants of properties abutting the Pedestrian Enhancement if there are four or more abutting properties."

c. Applicants are encouraged, but not required, to provide a letter of support from their district council member.

3. Location review
    a. Streets Department staff will review the proposed pedestrian plaza location to ensure it is consistent with the City's guidelines, will not conflict with public works or construction, and will not create conflicts with area public transportation.
    b. The Streets Department may request traffic counts or a traffic study to make this determination, and require documented approval from affected parties (e.g., SEPTA).

4. Gather Evidence of Community Support (Concurrent to #5)
    a. Once Applicants receive location approval from the Streets Department, they must demonstrate community support for the project. Please contact the Pedestrian Plaza Program Manager to discuss options for demonstrating this, which can include a public meeting featuring notice of area residents and property owners. Another option is to submit a petition signed by a representative of at least one-half of the addresses which are both within 75' of the proposed pedestrian plaza and on proposed plaza's same block face or and opposite lock face. Representatives include: owner, tenant, or property manager of either residential or commercial properties. Special circumstances—such as vacant buildings, active construction projects, and/or unconventional numbering, etc., can be accommodated.
    b. Applicants are encouraged to submit detailed plans to the program manager while finalizing community support.

5. Plan Review (Concurrent to #4)
    a. The plan approval process often consists of two meetings (an initial review and a follow-up meeting to review revisions); this process can take several months.
    b. Pedestrian plaza plans do not need to be designed or drawn by a licensed architect or engineer, however generally expedites review.
    c. Plans must include:
        i. Proposed street closure;

ii. Dimensions showing, if applicable, how the pedestrian plaza will change the widths of pathways available to pedestrians, to demonstrate ADA compliance.
iii. Location and size of proposed plaza elements (planters, chairs, etc);
iv. The direction of traffic;
v. The presence and location of: vacant lots or buildings, driveways, fire hydrants, man-holes, storm water inlets, bike parking, utilities (including, but not limited to tree grates, valves, covers, manholes, junction boxes, signs, lights, and poles), street furniture (including but not limited to bus shelters, honor boxes, and benches), and cafe seating;

d. Plans should document proposed changes, if any, to parking regulations (e.g., handicap parking, loading zones, and metered parking).
e. Each plaza is different, and the approval of plans may require coordination with other government departments and entities, such as the Philadelphia Parking Authority.

6. Submit Temporary Street Closure: Pedestrian Enhancement Permit Application
   a. Fill out an application, available at http://www.philadelphiastreets.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf. The name of the applicant must match that of the organization that holds required insurance. Submit the application as a PDF to the Pedestrian Plaza Program Manager.
   b. Prepare an application fee of $125 to cover the cost of review and inspection. Methods of payment include check (made payable to "City of Philadelphia"), money order, cash, and Epay.
   c. Submit your street closure application (as a PDF) along with your application fee to the Pedestrian Plaza Program Manager as soon as possible and no later than 15 business days prior to planned installation.

7. Provide Proof of Insurance
   a. The City's Risk Management Office requires permittees to submit proof of adequate insurance. The City's insurance requirements are considered industry standards for non-profits and small businesses; it is not intended for these requirements to necessitate the purchase of additional insurance. If you do not believe that your organization meets the specified requirements, please contact the Pedestrian Plaza Program Manager to see if you are covered sufficiently by

other components of your insurance policy. The City's requirements are detailed on page 17.

8. Submit Evidence of Community Support
    a. Before a permit may be issued, applicants must submit the documentation described in #4 above.

Submit all application materials in PDF form to the Pedestrian Plaza Program Manager at:

Office of Transportation & Infrastructure Systems
1401 JFK Boulevard, Suite 1430

Phone: 215-686-4421
Email: completestreets@phila.gov

Pedestrian Enhancement Permit Renewal (Years 2 & 3) and Reapplication Process (Year 4)

Pedestrian Enhancement Permit Renewal (Years 2 & 3)

Each Pedestrian Enhancement Permit is good for one year. The Permit is renewable for up to three years total. The City will fail to renew a pedestrian plaza permit if the pedestrian plaza poses a safety hazard or if the Permittee has not complied with City guidelines.

To renew a pedestrian plaza permit for another year, follow the steps below:

1. Fill out a renewal application a Pedestrian Enhancement permit: http://www.philadelphiastreets.com/images/uploads/resource_library/Street_Closure_for_Equipm ent_Placement.pdf.
    a. The name of the applicant must match that of the organization that holds required insurance.
    b. Indicate that "Pedestrian Enhancement – Pedestrian Plaza" is the purpose for the requested street closure.
    c. In the upper left-hand corner, check "extend existing permit" and enter your permit number, which is indicated on the previous season's permit.
2. Submit a certificate of insurance demonstrating that the Permittee maintains required insurance (see page 19).

Pedestrian Enhancement Permit Reapplication (Starting Year 4)

The City of Philadelphia Pedestrian Enhancement Ordinance states that Pedestrian Enhancement Permits are renewable for up to three years. After three years, follow the application process described on pages 7 and 8, submitting one final plan for the plaza.

Please note that you may resubmit materials used previously (such as maps, photos, etc.) so long as they are still current, with the exception of (a) your initial application form with required signatures (b) letters of support from property owners abutting the pedestrian plaza (c) a petition of support for the pedestrian plaza (d) letter of support from your local council person (recommended, not required).

Pedestrian Plaza Application – I

Complete this form and submit it to the Pedestrian Plaza Program Manager. The proposed Permittee must hold requisite insurance.

Permittee Information

Name and address of business or organization requesting the permit (proposed Permittee):

_____

_____

Name of contact person for requesting organization: _____

Phone # _____ Email _____

Location Information

Please describe the proposed pedestrian plaza location, indicating as applicable the address(es) of property immediately adjacent to pedestrian plaza:

_____

_____

_____

Requested Start Date of Permit _____

Returning Pedestrian Plaza?

If so, write your permit number below and indicate whether changes to the plaza are proposed.

_____

Signatures

Application is hereby made to the Philadelphia Streets Department for a revocable permit to install a pedestrian plaza. Applicant acknowledges and agrees that applicant has read and understands the Pedestrian Plaza Permit Special Conditions (pages 12 – 15) and agrees to be bound by the terms thereof upon receipt of a permit to install and operate a pedestrian plaza.

Proposed Permittee, Chairperson/Owner

_____ (Name)

_____ (Signature) _____ (Date)

Permit Special Conditions

PEDESTRIAN ENHANCEMENT PERMIT
EXHIBIT 1- SPECIAL CONDITIONS FOR PEDESTRIAN PLAZAS

The City has established a Pedestrian Plaza Program to temporarily place a Pedestrian Plaza in one or more parking spaces in accordance with the City's Pedestrian Plaza Guidelines. Any Permittee desiring to establish, operate and maintain a Pedestrian Plaza shall agree to be bound by the special conditions contained in this Exhibit.

1. Title, As-Is Condition of Pedestrian Plaza Location.

A. At all times, the Pedestrian Plaza Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement.

B. Permittee acknowledges and agrees that they accept this Permit to enter the Pedestrian Plaza Location in its "AS IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Pedestrian Plaza Location, (b) the nature or condition of the Pedestrian Plaza Location for installation and operation of the Pedestrian Plaza, and (c) compliance of the Pedestrian Plaza with Applicable Law (defined below). Permittee is relying on its own independent investigation of the condition of the Pedestrian Plaza Location in entering this Agreement.

2. **Maintenance Obligations, Use Restrictions, Approvals.**

A. Permittee's Maintenance Obligations. Permittee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of installing, operating and maintaining the Pedestrian Plaza as set forth in this Agreement. Permittee shall use and maintain the Pedestrian Plaza in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Pedestrian Plaza for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's Recycling and Sanitation regulations and keep the Pedestrian Plaza and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Pedestrian Plaza, or to make any repairs or alterations to the Pedestrian Plaza. The City shall not be responsible for any loss or damage to personal property on the Pedestrian Plaza. Permittee assumes sole responsibility for the operation, maintenance and management of the Pedestrian Plaza.

C. Use Restrictions. Permittee agrees that it shall not: permit any use of the Pedestrian Plaza except as specified in this Agreement; permit anything unlawful on the Pedestrian Plaza; permit a public or private nuisance on the Pedestrian Plaza; permit any Hazardous Substances (defined below) on the Pedestrian Plaza; permit an implied dedication of the Pedestrian Plaza; permit anything that disturbs

or damages the surrounding properties; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the Department; permit any structures on the Pedestrian Plaza unless specifically permitted by this Agreement; permit illegal drugs on the Pedestrian Plaza Location; permit fires on the Pedestrian Plaza; permit personal property to be stored on the Pedestrian Plaza unless specifically permitted by this Agreement; or permit standing water to accumulate on the Pedestrian Plaza Area.

D. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Permittee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the Commissioner of the Department of Streets or the Commissioner's designee (the "Commissioner"). The review, approval, or consent by the Commissioner of any plans, specifications, work or materials submitted or performed by Permittee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Permittee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the Commissioner under this Agreement does not constitute any review, approval, consent, Permit or permit otherwise required under Applicable Laws by any City department, board, commission, or official.

3. **Compliance with Applicable Laws, Hazardous Substances.**

A. Applicable Laws. "Applicable Laws" shall mean all applicable present and future Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.

B. Hazardous Substances. "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

4. **Entry on Pedestrian Plaza Location By City; City Inspection.** The City may enter the Pedestrian Plaza at any time, for any reason, including inspecting the Pedestrian Plaza and/or Pedestrian Plaza Area. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Pedestrian Plaza Location. City inspections shall not be a representation, guaranty, or warranty by the City to Permittee, as to Permittee's compliance with the terms of this Agreement or Applicable Laws.

5. **Insurance.** At all times during the Term of this Agreement, the Permittee shall maintain procure and maintain insurance in the types and amounts as specified below.

Permittee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the Permit Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: $100,000 each Accident - Bodily Injury by Accident; $100,000 Each Employee - Bodily Injury by Disease; and $500,000 Policy Limit -Bodily Injury by Disease.All States coverage and Pennsylvania Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

(iii) AUTOMOBILE LIABILITY INSURANCE

(a) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(b) Coverage: Owned, hired and non-owned vehicles.

The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Permittee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Permittee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City of Philadelphia, 1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania 19102). Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Permittee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Permittee to City, its officers, employees, and agents, or to limit Permittee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Permittee hereunder.

6. **Indemnification; Release.**

A. Permittee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorneys fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Permittee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Permittee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the gross negligence or willful misconduct of the City. This Section 8 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the Permit extended to Permittee by this Agreement, Permittee, and for Permittee's its contractors, and invitees and all persons claiming through any of them (collectively, including Permittee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Pedestrian Plaza Location, or relating in any way to Permittee's entry onto the Pedestrian Plaza Location, or Permittee's use of the Pedestrian Plaza Location. Permittee voluntarily assumes all risk of loss, damage, or injury, including death that may be sustained by the Permittee, its contractors, or invitees, while in, on or about the Permitted Property. This Section 8 shall survive the expiration or earlier termination of this Agreement.

7. **Relocation; Termination of this Agreement.**

A. Relocation. Permittee understands and agrees that it shall, upon request of the City, remove the Pedestrian Plaza Location, property including chairs, tables, or other structures, either publicly or privately owned, and that Permittee will absorb all costs and expenses necessary for the performance of such relocation work.

B. Termination.

i. Both the City and Permittee may terminate this Agreement upon thirty (30) days written notice to the non-terminating party at any time, with or without cause. Permittee shall further agree that upon receipt of such notice from the City, Permittee shall vacate the Pedestrian Plaza and leave it in a clean condition, clear of all property and debris and restore the Pedestrian Plaza Area to the satisfaction and approval of the City within thirty (30) days after receiving such notice. The City shall not be liable to Permittee for any compensation, reimbursement or other expenses related to this Agreement.

ii. Permittee agrees that in the event the Pedestrian Plaza is not removed from the Pedestrian Plaza Area and/or if the Pedestrian Plaza Area is not restored to its original condition, the City shall have the right and privilege, at its option, of removing said Pedestrian Plaza, and restoring the

footway to its original condition and in event of the City so doing, Permittee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

8. **Miscellaneous.**

A. Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. The parties to this Agreement agree to submit to the jurisdiction of the courts, whether federal or state, located in Philadelphia, Pennsylvania.

B. Assignment. Permittee must not transfer, assign, hypothecate, or sub-permit all or any part of its interest under this Agreement without the prior written consent of the City. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement may be construed to mean that the City gives its consent to Permittee to sub-permit this Agreement to another party.

C. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by City and Permittee.

D. Headings**.** The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

E. Survival**.** Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term, shall survive any termination of this Agreement.

Sample Letter of Support

The following represents a sample letter of support from an adjacent property owner. Applicants are not required to use the exact language below.

Date

Office of Transportation & Infrastructure Systems
Suite 1430
1401 JFK Blvd
Philadelphia, PA 19102

To Whom It May Concern:

I am the owner of _____ [address and/or entity] and I am writing this letter in support of the pedestrian plaza proposed for _____.

I have met with _____ [proposed permittee] and understand the rules and special conditions governing the placement and operation of pedestrian plazas in Philadelphia.

I am excited to see a pedestrian plaza appear in my neighborhood. If you have any questions, please contact me at_____.

Sincerely,

_____

Insurance Requirements

The City's Risk Management Office requires permittees to maintain adequate insurance for pedestrian plazas. The City's insurance requirements, listed below as an excerpt from the Permit Special Conditions, are considered to be industry standards for non-profits and small businesses. It is not intended for these requirements to necessitate the purchase of additional insurance. If you are unsure whether your policy meets the precise specifications below, please contact the Pedestrian Plaza Program Manager to see if you are covered sufficiently by other components of your insurance policy.

When submitting a certificate of insurance, make sure that:

- The certificate is issued to the City of Philadelphia (1515 Arch Street 14th Floor, Philadelphia 19102);
- The name of the insured matches the name of the Permittee;
- The certificate states that the pedestrian plaza, clearly identified by its location, is covered by the policy;
- The certificate states that the City of Philadelphia, its officers, employees, and agents are named as additional insureds on the General Liability Insurance Policy, and that such coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them (see below).

If you have any questions, or would like to see a sample certificate of insurance filled out to required specifications, please contact the pedestrian plaza program manager.

The following is excerpted from the City's Pedestrian Plaza Special Conditions:

***

5. **Insurance.** At all times during the Term of this Agreement, the Permittee shall maintain procure and maintain insurance in the types and amounts as specified below.

Permittee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the Permit Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: $100,000 each Accident - Bodily Injury by
Accident; $100,000 Each Employee - Bodily Injury by Disease; and
$500,000 Policy Limit -Bodily Injury by Disease.All States coverage and
Pennsylvania Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

(iii) AUTOMOBILE LIABILITY INSURANCE

(a) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(b) Coverage: Owned, hired and non-owned vehicles.

The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Permittee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Permittee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City of Philadelphia, 1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania 19102). Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At

least ten (10) days prior to the expiration of each policy, Permittee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Permittee to City, its officers, employees, and agents, or to limit Permittee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Permittee hereunder.

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Pedestrian Plaza Application Checklist

Location Approval

- Pedestrian Plaza Application Form ☐
- Site Map ☐
- Site Photographs ☐
- Letters of Support: Adjacent Property Owners ☐

Design Approval

- Pedestrian Plaza Designs ☐

Community Support

- Letter of Support: District Councilperson (optional) ☐
- Petition or Demonstration of Community Support ☐

Final Approvals

- Certificate of Insurance ☐
- Street Closure Permit Application ☐