

## SECOND AMENDMENT TO LEASE AGREEMENT

26<sup>th</sup> This Second Amendment to Lease (this "Second Amendment") is made as of the day of June, 2014 by and between THE CITY OF PHILADELPHIA, acting through the Department of Public Property ("City" or "Landlord") and CENTER CITY DISTRICT, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania ("CCD" or "Tenant").

### Background

A. Landlord and Tenant entered into that certain Lease Agreement dated August 26, 2011 (the "Original Lease"), concerning the west side of City Hall, known as Dilworth Plaza, as more particularly described in the Original Lease.

B. Landlord and Tenant entered into that certain First Amendment to Lease dated October 5, 2011 (the "First Amendment"; the Original Lease and the First Amendment are referred to hereafter collectively as the "Lease")

C. Section 2.10 of the Lease states in relevant part that "Landlord and Tenant shall jointly agree upon an operations plan before the Commencement Date (the "Operations Plan"), and shall attach the Operations Plan to this Lease as Exhibit E."

D. Landlord and Tenant have agreed upon the Operations Plan, in accordance with Section 2.10 of the Lease, and desire to amend the Lease to incorporate the Operations Plan as Exhibit E.

**NOW THEREFORE**, in consideration of the covenants and agreements of Landlord and Tenant hereinafter set forth, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. The Background is incorporated herein and made a part hereof.
2. The Operations Plan is attached hereto and made part of the Lease as Exhibit E.
3. The terms and conditions of the Lease, as amended, shall remain in full force and effect, and are hereby confirmed and reaffirmed for all purposes and in all respects. All capitalized words not otherwise defined or modified herein shall have the meanings defined in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Second Amendment as of the date first above written.

**LANDLORD:**

THE CITY OF PHILADELPHIA, acting through  
the Department of Public Property

By: \_\_\_\_\_  
Bridget Collins-Greenwald  
Public Property Commissioner

APPROVED AS TO FORM:  
Shelley R. Smith, City Solicitor

Per: \_\_\_\_\_  
Chief Deputy City Solicitor

**TENANT:**

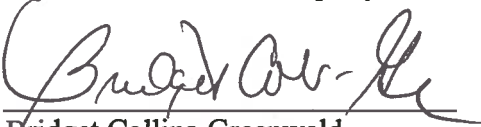
CENTER CITY DISTRICT, a body corporate and  
politic existing under the laws of the  
Commonwealth of Pennsylvania

By: \_\_\_\_\_  
Paul Levy  
President and CEO

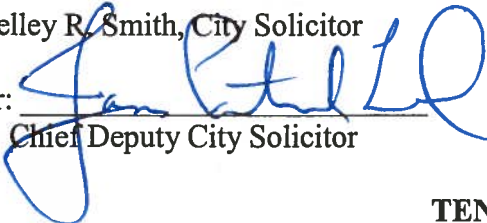
**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Second Amendment as of the date first above written.

**LANDLORD:**

THE CITY OF PHILADELPHIA, acting through  
the Department of Public Property

By:   
Bridget Collins-Greenwald  
Public Property Commissioner

APPROVED AS TO FORM:  
Shelley R. Smith, City Solicitor

Per:   
Chief Deputy City Solicitor

**TENANT:**

CENTER CITY DISTRICT, a body corporate and  
politic existing under the laws of the  
Commonwealth of Pennsylvania

By: \_\_\_\_\_  
Paul Levy  
President and CEO

**EXHIBIT E**  
**Operations Plan**

## **Exhibit E: Operations Plan for Dilworth Plaza**

As per Section 2.10 of the lease (the "Lease") between the City of Philadelphia acting through its Department of Public Property ("City") and the Center City District ("CCD"), this document constitutes the Operations Plan that defines the roles and responsibilities of the parties for the management and operations of the leased premises of Dilworth Plaza (the "Premises"). Except as expressly provided otherwise in this Exhibit E, all capitalized terms used in this Exhibit E shall have the meanings set forth in the Lease. All references to "Exhibits" shall mean Exhibits to the Lease. All references to an "Appendix" or "Appendices" shall mean an Appendix or Appendices to this Exhibit E. All references to locations shall be as set forth in the applicable Exhibit or Appendix, as the case may be.

I. **Maintenance of Premises:** As per section 7.01 of the Lease, CCD shall, at its sole cost and expense, maintain, or cause to be maintained, the Premises in good condition and repair and in compliance with all Applicable Laws. This includes cleaning and maintenance of all hard surfaces, landscaping and all physical improvements made by CCD in the Premises in locations depicted in Appendix 1, attached hereto. The City shall have no responsibilities, except to the extent that it is included within the Limited City Services, as defined in Exhibit C (except to the extent expressly provided otherwise in this Exhibit E). CCD shall be responsible for rodent control, as a Limited Tenant Service, and the City, through the Health Department, shall make inspections of the Premises with the same frequency as it does otherwise in Center City.

(A) **Cleaning Operations:** The Premises will be cleaned routinely including power washing, cleaning of the glass on the subway entrances (Location F on Appendix 1), and routine pan and broom cleaning of the walking surfaces. Initial regular deployment of cleaning staff will consist of five cleaners on the day shift and three on the evening shift, with modifications as necessary before, during, and/or after appropriate events, including, but not limited to, the Grand Opening (as further described in Section III.C below), particularly large events, weather conditions, and events which may be particularly newsworthy or public. For informational purposes, CCD will provide sample work schedules on a quarterly basis to the City including staff type, hours, shifts, schedules of cleaning functions and locations. The initial regular deployment and sample work schedules are subject to change in order to provide a clean, inviting public space in an economically efficient manner. CCD shall be responsible, at its sole cost and expense, for snow removal necessary in order to create paths through the Premises to City Hall and to SEPTA facilities.

(B) **Security Operations:**

(1) **CSRS:** Initial regular deployment of public safety/hospitality employees, called Community Service Representatives ("CSRs"), will consist of two persons assigned to the Premises to serve as a welcoming presence to observe pedestrian activity and to oversee that all guests are following the Premises posted rules and regulations, which shall be in the form attached hereto as

Appendix 3 (the "Premises Regulations). The Premises Regulations shall not be changed except with approval in writing in advance by the City, such approval not to be unreasonably withheld, conditioned or delayed. The CSRs will work in conjunction with the Philadelphia Police assigned to the Center City District substation and the 6<sup>th</sup> and 9<sup>th</sup> districts, as well as with private security under contract to CCD. CSRs will be deployed initially during the following hours: Sunday and Monday, 10:30 A.M. to 5 P.M.; Tuesday through Saturday, 8:30 A.M. to 8 P.M. Initial regular deployment of CSRs may be modified as necessary before, during, and/or after appropriate events, including, but not limited to, the Grand Opening, particularly large events, weather conditions, and events which may be particularly newsworthy or public. The initial regular deployment is subject to change in order to provide oversight in an economically efficient manner.

- (2) **Private Security Operations:** To provide 24 hour, 365 days per year coverage, private security officers, under contract to CCD, will be on site whenever CSRs are not patrolling the Premises. One officer will work the evening and overnight hours patrolling the Premises to oversee that guests at the Premises are following the Premises Regulations. Additional security officers may be deployed to cover larger events, if required by Applicable Law. The number will be determined by CCD after reviewing the details for each event, and such determination shall be subject to Applicable Law.
- (3) **Security Cameras:** The Premises will be equipped with video surveillance cameras. Two existing City cameras surveying the Premises shall remain. CCD shall not be responsible to maintain such cameras (and the City may, but shall not be required to, maintain, repair or replace such City cameras). Additional CCD cameras will be positioned to cover a majority of the Premises surface area and can be viewed by CSRs or security personnel inside the information and security booth located in the southwest corner of the café building (Location C, Appendix 1) (the "Café"). CCD shall provide the City with access at all times to CCD's camera feed. CCD's camera system will record images and will store them for up to 30 days.

- (C) **Maintenance of Landscape, Hardsurface, Furniture and Fixtures:** With its own staff or through contracts CCD shall provide for the maintenance of the following components, with the parenthetical letters referring to locations and elements noted in Appendix 1: all walking surface areas, seats and benches at plaza level, (A) lawn, (B) fountain and supportive mechanical, electrical, and plumbing systems (C) Café building, (D, E) glass and steel headhouse for elevators at plaza level, (F) glass headhouses covering stairways, (G) trees and planting beds, (H) those portions of the stairway to subway surface lines, (I, J) and the walking surfaces, walls, ceilings and lighting at concourse level that are part of the Premises, as well as all security cameras, light poles and fixtures, bollards, and other signage and displays installed by CCD. Elevator hoistways and vertical shafts, cabs and mechanical systems inside locations D&E shall be the responsibility of SEPTA to maintain.

(D) **Hours of operations of Premises:** CCD shall operate the Premises as a public park, seven days per week, in accordance with the Lease.

- (1) The Premises will be open to the public from 6:00 A.M. until 1:00 A.M. every day, subject to weather and the scheduling of any special events that may, from time to time, limit public access to all or portions of the Premises.
- (2) CCD cleaning operations will be deployed from 7 A.M. to 11 P.M., seven days a week. The initial regular deployment of cleaning staff is subject to change in order to provide a clean, inviting public space in an efficient manner. The use of the glass head houses and stairways (Locations F&H in Appendix 1) and elevators (items D&E) to access entry to the SEPTA railways will be open 24/7 unless in case of an emergency or for maintenance.
- (3) The hours of operation for the Café (Location C) shall be as set forth in the license therefor, which license shall be subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed (the "Café License"). The hours of operation for the Café shall be as set forth in the Café License. CCD may adjust operating hours from time to time to take advantage of consumer preferences and/or special circumstances.
  - (a) The hours of operation for the Plaza Park Ice Rink (the "Ice Rink"), if any, shall be as set forth in the license therefore, which license shall be subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, (the "Ice Rink License"). CCD may adjust operating hours from time to time to take advantage of consumer preferences and/or special circumstances.
  - (b) Major special events on the Premises will be posted on the CCD website and on public means of communications on the Premises as the information for these events become available.

II. **Operating Costs:** At the City's cost, CCD shall install meters for utility services to the Premises, other than utility services to the Café and the Ice Rink, if any. The City shall be responsible for the cost of utilities to the Premises except for the Café and, notwithstanding Exhibit C to the Lease, the Ice Rink. For planning purposes only, prior to the commencement of actual operations, CCD has estimated its costs to maintain and operate the Premises as follows.

2014	\$1.3 million (partial year)
2015	\$1.9 million
2016	\$2.0 million
2017	\$2.1 million
2018	\$2.2 million



**(A) Revenue Sharing Reopener:**

**(1) Definitions:**

(a) **“Gross Revenue(s)”** means all revenue, however characterized, which CCD receives in connection with its management and operation of the Premises, from all sources. Without limiting the foregoing, Gross Revenues include, without limitation, the following:

1. Revenue from recreation activities on the Premises, including without limitation the Ice Rink.
2. Revenue from food and beverage service operations, including, without limitation, the Café, restaurants or snack bars.
3. Revenue from special events, including, without limitation, license fees contemplated by Section 9.02 of the Lease, rental fees, admission fees and food and beverage sales.
4. Revenue from merchandise sales.
5. Revenue from sublicensed operations, including, without limitation, food and beverage services.
6. Revenue from advertising.
7. All other fees, sales, rentals, charges, or costs imposed by CCD, however characterized, for use of any of the Premises, or for goods or services CCD provides at or from the Premises.

(b) **“Expenditure(s)”** means CCD’s payments solely in connection with the Premises, including, but not limited to, operating costs, reserves, amortization, reimbursement of CCD equity, maintenance, Repairs including replacements and improvements, programming, events, communications, equipment, and debt service, including but not limited to bond or loan payments in connection with the Premises (collectively “Debt Service”) as it may be amended and replaced, and costs in connection with refinancing Debt Service.

(c) **“Excess Revenue(s)”** means the extent to which CCD’s Gross Revenues exceed its Expenditures during each calendar year period during the Lease Term commencing on the January 1 following the date on which the Premises are open to the public.



- (2) If for any three (3) consecutive calendar year periods during the Lease Term commencing on the January 1 following the date on which the Premises are open to the public, there are Excess Revenues then the City and CCD shall negotiate a mutually agreeable revenue sharing arrangement for such Excess Revenues going forward. This is not to be a one-time occurrence, but shall be reopened each time such Excess Revenues exist for such a three (3) consecutive calendar year period. At City's request, CCD shall provide CCD with itemized documentation relating to CCD's Expenditures, Gross Revenues and Excess Revenues relating to the Premises.

### **III. Events, Programs and Activities to Fund Maintenance:**

#### **(A) General Provisions:**

- (1) As per section 2.10 (e) of the Lease, and subject to Section II(A) of this Operations Plan, City acknowledges that CCD's ability to fulfill its operational obligations outlined above is contingent upon CCD's ability to license use of the space and collect rents and fees from third-party operators and sponsors for such permitted activities as a Café (Location C) and other retail premises, an Ice Rink (Location B), digital screens (Location D), outdoor markets, concerts, movies and other fee-generating events and signs and to use these fees, sponsorship, signs and naming revenues to cover the cost of maintaining and securing the Premises and making repairs, including replacements and improvements to the Premises, the costs of programming on the Premises, and mortgage payments, if any, and to return to CCD any equity in the project.
- (2) With respect to all digital advertising signs and other permanent structures used for a commercial advertising program on the Premises (but excluding temporary signs used in connection with events, demonstrations or promotions), CCD shall comply with Schedule 1, attached hereto (the "Advertising Policy") and all Applicable Laws. Advertising not expressly prohibited by the Advertising Policy and/or Applicable Law shall be allowed.
- (3) CCD shall have the right to rename and/or grant naming rights with respect to Improvements. Notwithstanding the foregoing, in no event will CCD have naming rights to rename or change the name of the Premises from Dilworth Plaza, unless, subject to passage of an ordinance of City Council, the change is to "Dilworth Park."
- (4) Notwithstanding that under Section III(F)(1) of this Exhibit E, CCD has already or may contract with a preferred or exclusive caterer (including, without limitation, the Café operator) (collectively, "Caterers") for events at the Premises, no Typical Annual Event (enumerated in Subsection (D) below), City Sponsored Event (enumerated in Subsection (E) below), nor a

Special Event governed by the second sentence of Section 2.10(d)(i) of the Lease (collectively, "Extraordinary Events") shall be required to use the services of such the Caterers, and such events may use a caterer, if any, of their own choosing. All other Typical Annual Events and City Sponsored Events shall use the then current Caterers selected by CCD; provided, however, that such other City Sponsored Events shall be offered the lowest rates that such Caterers charge at the Premises. Lowest rates at the Premises for Extraordinary Events shall be determined by each of the Caterers with respect to their pricing for events at the Premises within the previous six (6) months to event sponsors other than CCD.

- (5) CCD acknowledges that City shall continue to have the exclusive right to use City Hall Courtyard (which is not included in the Premises) for events and otherwise, whether or not such events occur at the same time as any events taking place on the Premises. City and CCD shall reasonably coordinate with one another to mitigate the likelihood of unreasonable scheduling, noise, and crowd conflicts between use of the Premises by CCD and use of City Hall Courtyard by City.

(B) **Special Event Permits:** By Executive Order 6-93, as may be amended from time to time (the "Executive Order"), City buildings, parks and all other City-owned or controlled real estate which have been constructed or maintained for the benefit of the public shall be for the use of the public in general. To that end, no person or entity (including City agencies) shall be given any special or exclusive privilege to use any public property under the control of City without first obtaining a permit pursuant to the Executive Order (the "Special Event Permit"). By Section 2.10(b) of the Lease, City has authorized CCD to schedule, program and manage events on the Premises, including the ability to seek and secure sponsorship for these events, while also accommodating a pre-determined list of City Sponsored Events and Typical Annual Events that shall be fully coordinated with CCD managed events.

CCD acknowledges that, because the Premises is a public park, City will continue to have control over Special Event Permits as described below, in accordance with Applicable Law and the Processes (as hereinafter defined). Subject to Applicable Law as of the date hereof, CCD is developing, at its sole cost and expense computer-based, on-line processes and systems for scheduling and managing the Premises including but not limited to issuance of Special Event Permits (the "Online System") immediate, real time, access to which CCD shall provide to City so both parties can track in real time activities scheduled for the Premises. The following steps constitute the "Processes" for issuance of Special Event Permits, pursuant to which City shall have administrative oversight over the Processes, in order to assure compliance with Applicable Law:

- (1) CCD shall notify City of all pending applications for a Special Event Permit via the Online System when the application is acceptable to CCD.
- (2) If an application is approved by City, explicitly, via the Online System, or is deemed approved, CCD is delegated the authority to issue the related Special Event Permit. If City rejects an application, City shall notify CCD of the reason for the rejection. The City may reject the application only if (A) the application does not comply with Applicable Law, or (B) the application conflicts with (i) a City sponsored event already calendared or (ii) the reasonably expected appearance of a major external dignitary on or near Dilworth Plaza, whose presence would raise security issues that would require the cancellation of other events on Dilworth Plaza.
- (3) An application shall be deemed approved by City if the application is not rejected via the Online System within three (3) business days after the application is entered into the Online System and City does not respond with a request for more information regarding the application within such three (3) business days.
- (4) City delegates to CCD the authority to issue Special Event Permits for applications approved or deemed approved by City.

City and CCD shall meet periodically in order to continually conform the Processes with the Applicable Law in order to preserve public access, provide adequate levels of safety, not overwhelm the City's resources, and permit CCD to manage the Premises and raise revenues as contemplated by the Lease.

**(B-1) Demonstrations:** City shall endeavor to direct any unscheduled assemblies, spontaneous events and unscheduled demonstrations that seek to occur on the Premises to the north side of City Hall, to the east of, and outside, the Premises, designated as "Assembly Area" in Appendix 1 (referred to in the Lease as the Special Events Zone) pursuant to Section 2.10(d) of the Lease, subject to Applicable Law. City shall have no liability to CCD or any Permitted Licensee for any inability to relocate groups or assemblies to the Assembly Area.

- (1) Notwithstanding anything to the contrary in the Lease or this Exhibit E, events of CCD, its Permitted Licensees, and City (including, without limitation, those events set forth on the "List of CCD Events" below) shall be required to comply with all City policies, procedures, protocols, rules, regulations and executive orders, currently enacted or promulgated (or as

may be amended, modified, enacted or promulgated from time to time) , including without limitation, the following, which are attached hereto as Schedule 2 and are hereby incorporated into the definition of the term, "Applicable Law" set forth in the Lease: (a) City of Philadelphia Office of the Managing Director: Regulation Governing Permits for Demonstrations on City Property, Rev. June 30, 2003 ("Demonstration Permit Regulation"); (b) Memorandum, dated May 23, 2012, from Richard Negrin, Esq., Managing Director, to Managing Director's Office, and Bridget Greenwald, Commissioner, Department of Public Property, titled, "Public Use of Thomas Paine Plaza, City Hall Courtyard, and Dilworth Plaza"; and (c) City of Philadelphia Executive Order 6-93, titled "Special Events Policy." CCD acknowledges and agrees that the City possesses and retains the sole and exclusive authority to issue permits for the Premises under the Demonstration Permit Regulation, and the City shall have no obligation whatsoever to relocate or attempt to relocate to the Assembly Area any event governed by the Demonstration Permit Regulation; provided, however, the City will, subject to Applicable Law, endeavor to ensure that an event governed by the Demonstration Permit Regulation that is to occur on the Premises does not conflict with an already permitted event on the Premises.

(2) CCD acknowledges that its or its Permitted Licensees' rights under the Lease to use the Premises for events is non-exclusive with other members of the public, except that events having Special Event Permits may have exclusive use of portions of the Premises, subject to Article 8 of the Lease, and CCD and the City shall reasonably cooperate to mitigate the likelihood of unreasonable scheduling conflicts.

(3) Notwithstanding Exhibit C of the Lease, CCD shall pay or cause its Permitted Licensees to reimburse City the incremental police and EMT costs and such other costs connected with CCD sponsored special events (and those events of its Permitted Licensees) as may be required by the Executive Order and Applicable Law.

(C) **List of CCD Events:** What follows is an approved list of events, subject to the final approval of the City, i.e., subject to the Processes and Applicable Law, together with possible and preliminary events to be updated and refined on or before July 1, 2014 and then annually, on or before July 1st of each subsequent year. Representatives of City and CCD shall also meet monthly or as needed throughout the year to consult about and evaluate on an on-going basis the schedule of events on the Plaza. Thirty

days prior to the commencement of each calendar year, CCD shall provide to the City a tentative list of CCD events for the following calendar year, with monthly updates to the list. For purposes of coordination, CCD and City shall meet together to review applications for special events, and for this purpose CCD shall be entitled to send a representative to attend the City's monthly task force meeting at which City reviews City-wide applications for special events. City shall be entitled to attend CCD's scheduled meetings at which CCD reviews applications for special events.

Grand opening festivities, on or about Labor Day, 2014: The opening shall prominently acknowledge City's support.

Sept. 2014

Proposed Grand opening festivities:

Day 1-Ribbon cutting and Philly on the Plaza community festival.

11 A.M.- VIP ribbon cutting ceremony

12 noon to 4 P.M. - Performances by arts and cultural groups from neighborhoods around the city on stage and around the plaza.

Day 2-Picnic on the Plaza

Lunchtime event for office workers with picnic-style lunches available for sale and music on the lawn. AND/OR

5 – 7 P.M. SIPS on the Plaza - Happy hour event for office workers with live music and drink specials.

Day 3 – Kids and Family day

12 noon to 4 P.M. – Family-friendly activities on the lawn and Plaza. Storytelling, balloon sculpting.

Ongoing programming - (Sept./Oct.)

Tuesdays-Movies on the Plaza – 7-9 P.M. -evening film series (probably move this time earlier for Sept. Oct.)

Wednesdays -Center City District SIPS Happy Hour at the Plaza café 5-7 P.M. and PNC Arts Showcase - Wednesdays Noon to 1:30 P.M.–a wide variety of Arts performances from dance, music, circus arts and more

Thursdays-DJ series-5:30-7:30 P.M. –Philly's most talented DJs spin tunes with occasional visiting DJs from around the world.

Thursdays- Style Pop-up on the Plaza

Friday – noon-7 P.M.- Pop-up market, trunk shows and informal modeling from Philly designers and retailers.

October

Octoberfest every Saturday-



Beer garden, music, hayrides around the plaza pulled by mechanical means

November-February/March

Ice rink –From Black Friday through February/March – skating and skate activities for the whole family.

Holiday choirs by the tree/rink -Wednesdays, December 10 through Christmas.

One-off/Special Events: TBD

Possible activities: Yoga, salsa, martial arts, morning boot camp, croquet, Phillies baseball camp for kids, badminton, volleyball.

Ongoing Annual programming: October

Octoberfest: Every Saturday, beer garden, music, hayrides around the plaza pulled by mechanical means. Locations A,B,C.

Ongoing Annual programming: November - December

November to January 1: Holiday Markets (possible). Location B. November to December Ice rink. Location B.

Wednesday, December 10: Christmas – Holiday choirs by the tree. Location A

Ongoing Annual Programming: January - March

January to March 1: Ice Rink and related activities (skate parties, skate lessons, pee wee leagues) Location B.

Ongoing Annual Programming: March - mid-May

Possible activities: “Spring training” theme – boot camp, zumba, basic calisthenics, kick-boxing, urban gardening workshops (eating healthy)

**(D) Typical Annual Events** (the “Annual City Events” referred to in Section 2.10(a) of the Lease):

New Year’s Day

Mummers Parade: January

Welcome America June-July starting 2015 - produced by Welcome America. Location TBD.

Phillies Pep Rally: April - produced by the Phillies. Location B.

Eagles Pep Rally: Sept., 2014 (if the grand opening has occurred) - produced by the Eagles. Location B.

**(E) City Sponsored Events\*:**

City Hall Tree Lighting: Wednesday, December 3, produced by City. Location A.

Annual Holiday Dinner for Homeless: December.

\* The dates and times are estimates, and may change subject to reasonable advance notice from City to CCD; provided, however, that City shall cooperate with CCD to ensure no unreasonable scheduling conflicts with respect to previously scheduled events.

**(F) Miscellaneous:**

- (1) **Social/corporate events:** The Premises will be a public park, but, subject to Applicable Law, CCD will periodically license or rent portions of the Premises, primarily in the evenings, for convention-related and for social/corporate events. CCD has competitively selected one preferred caterer, plus the selected Café operator, to provide customers with a choice of catering services for these events.
- (2) **Product launches:** CCD will market the Premises for periodic product launches that will occur on the Premises when it is open to the public
- (3) **Filming:** City, or its designee, shall retain the exclusive and sole authority to market and schedule the Premises as a location for filming, in coordination with CCD, and CCD shall charge no fees to the Greater Philadelphia Film Office in connection therewith. Reimbursements to CCD by film companies for any out of pocket expenses CCD incurs at the request of film companies or for the disruption of business and events shall be consistent with the standard practices of the Greater Philadelphia Film Office. Notwithstanding the foregoing, City (including its designee, if any) shall endeavor to avoid conflicts with CCD, any Permitted Licensee, and scheduled events on the Premises.

**IV. Weight Restrictions**

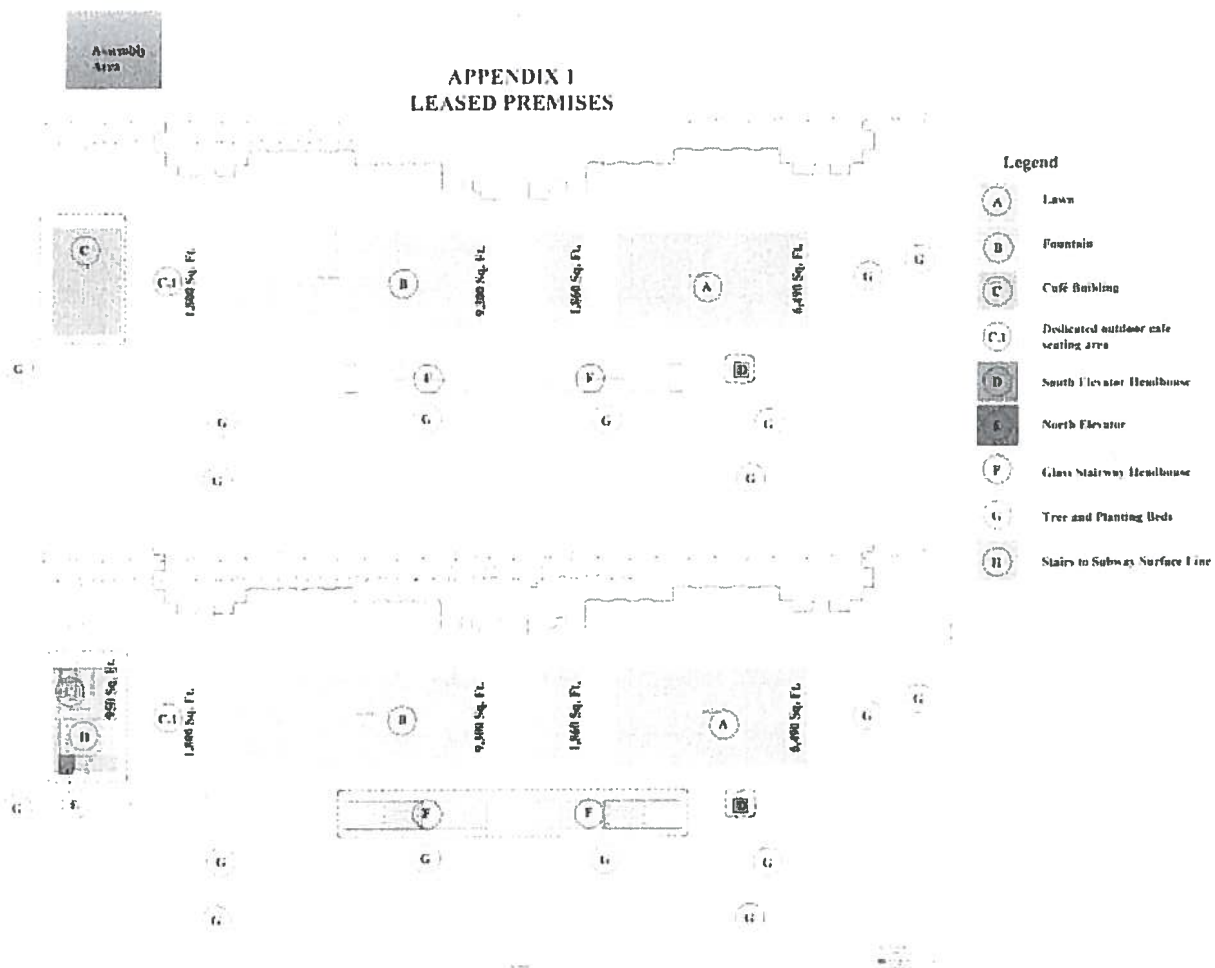
- (A) CCD shall not place, and shall cause its Permitted Licensees and its and their contractors and subcontractors not to place a load upon any portion of the Premises in excess of 130 psf. If CCD, its Permitted Licensees or its or their contractors and subcontractors propose to access the Premises via any portion of City Hall Apron, including without limitation, the North Apron, then in doing so CCD, its Permitted Licensees and its and their contractors and subcontractors shall not place a load upon any portion of City Hall Apron in excess of 100 psf and 1000 pound concentrated load.
- (B) Likewise, City shall not place, and shall cause its agents and require its Permitted Licensees and its and their contractors and subcontractors not to place a load upon any portion of the Premises in excess of 130 psf.



- (C) With respect to the Premises, CCD and City shall adhere to, and shall cause their respective Permitted Licensees, contractors and subcontractors to adhere to the loading limits set forth on the Plaza Level Loading Plan – Live Load, drawing S2.2, and Plaza Level Loading Plan – Superimposed Dead Load, drawing S2.1, attached hereto, respectively, as Appendices 5 and 6.

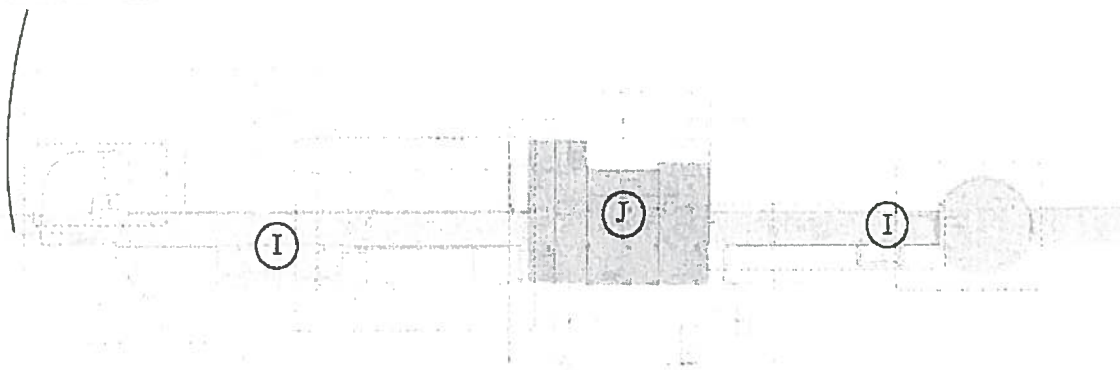
# Appendix 1



## Plan and Glossary



**APPENDIX 1  
LEASED PREMISES AT CONOURSE LEVEL**

CCD Leased Property line and  
entrance to MSB Tunnel



-  Concourse Walkways
-  Transit Entrance Room  
Outside Fare Lines

## **Appendix 2**

**[Intentionally Omitted]**

### **Appendix 3**

#### **Rules and Regulations**

Welcome to

Dilworth Plaza

Managed by the Center City District

---

Park Hours: 6:00am – 1:00am

This park is open for the enjoyment of all. For the good of the park and all who use it, the following activities are prohibited:

- Riding bicycles, motorized vehicles, or scooters
- Rollerblading or skateboarding
- Vending or solicitation (without a permit or license)
- Camping
- Sleeping
- Drinking alcoholic beverages except as provided by authorized vendors in authorized locations
- Littering
- Outdoor public serving of food (without a permit or license)
- Bathing or washing in the fountain

Dogs are permitted but must be kept on a leash of no longer than 6 feet. Owners must clean up after their pet(s).

Children must be attended at all times.

Please exercise care in using all water features.

All children under the age of three must wear swim diapers to use the fountain

Other Considerations:

The Center City District needs your help to maintain the park's water features by keeping the fountain free of litter, food, and pets at all times.

Permits issued by the Center City District are required for special events, musical presentations and amplification, commercial photography or filming.

This Park is a smoke-free environment.

[www.CenterCityPhila.org](http://www.CenterCityPhila.org)

*Park Info*

215.440.5500

*Emergencies*

911

#### **Appendix 4**

**[Intentionally Omitted]**

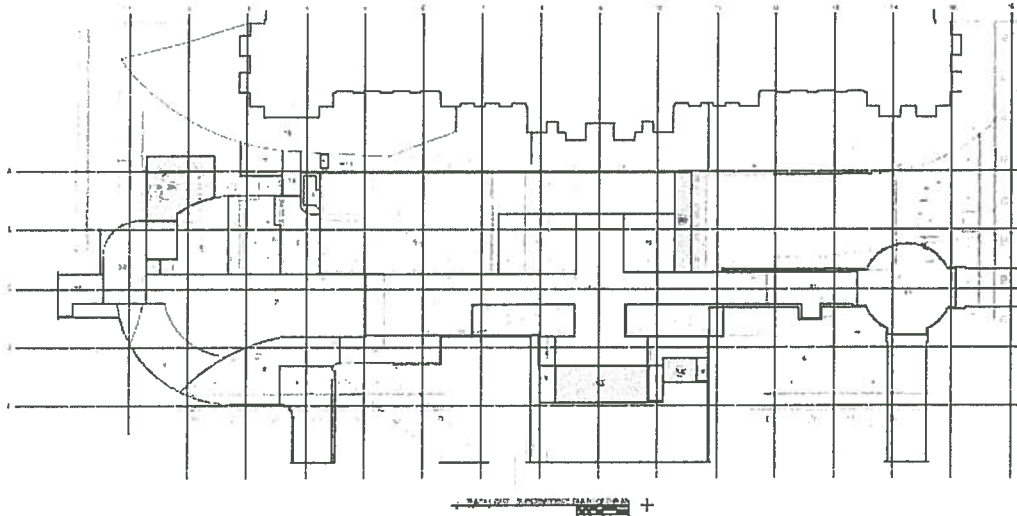


### Dead Load, Drawing S2.2



## Appendix 6

### Live Load, Drawing S2.1



1. LIVE LOADS SHALL BE APPLIED TO ALL FLOORS AND ROOFS.
2. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR TERRACES AND PATIOS.
3. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR STAIRS AND RAMPWAYS.
4. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR BALCONIES AND TERRACES.
5. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR ROOFS.
6. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR WALLS.
7. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR FENCES AND WALLS.
8. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR LIGHT FIXTURES.
9. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR SIGNAGE.
10. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR LANDSCAPE ELEMENTS.
11. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR STRUCTURAL ELEMENTS.
12. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR MECHANICAL ELEMENTS.
13. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR ELECTRICAL ELEMENTS.
14. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR TELECOMMUNICATIONS ELEMENTS.
15. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR SECURITY ELEMENTS.
16. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR ENVIRONMENTAL ELEMENTS.
17. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR UTILITIES ELEMENTS.
18. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR INFRASTRUCTURE ELEMENTS.
19. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR LANDSCAPE INFRASTRUCTURE ELEMENTS.
20. LIVE LOADS SHALL BE APPLIED TO ALL EXTERIOR INFRASTRUCTURE INFRASTRUCTURE ELEMENTS.



Professional Engineer  
State of North Carolina  
No. 12345  
Exp. 12/31/2025  
Firm Name  
Firm Address  
Firm Phone  
Firm Fax  
Firm Email  
Firm Website  
Firm Description  
Firm License  
Firm Registration  
Firm Seal  
Firm Stamp  
Firm Signature  
Firm Date  
Firm Title  
Firm Address  
Firm Phone  
Firm Fax  
Firm Email  
Firm Website  
Firm Description  
Firm License  
Firm Registration  
Firm Seal  
Firm Stamp  
Firm Signature  
Firm Date  
Firm Title

DILWORTH PLAZA  
RENOVATION



PLAZA LIVE LOADS  
PLAN - DILWORTH PLAZA  
DEAD LOAD

S2.1

## **Appendix 7**

**[Intentionally Omitted]**

## **SCHEDULE 1**

### **POLICY FOR ADVERTISING**

- A. CCD may display Commercial Advertisements (defined below). CCD will not accept the following Commercial Advertisements for display on the Premises:
  - i) Advertisements (defined below) that do not propose a commercial transaction;
  - ii) Advertisements relating to the sale or use of alcohol, tobacco products, or firearms
  - iii) Advertisements that relate to sexually-oriented businesses or products;
  - iv) Advertisements that are obscene or pornographic;
  - v) Advertisements relating to political campaigns or ballot measures;
  - vi) Advertisements that are false, misleading, defamatory, or infringe on any copyright, trade or service mark, title or slogan.
  
- B. Public Service Advertisements on the Premises are limited to the following:
  - i) Community, art, cultural, educational, or health-related events, programs, or initiatives;
  - ii) The use of City services;
  - iii) City tourism initiatives;
  - iv) Public safety;
  - v) Emergency planning and preparedness;
  - vi) The greater Philadelphia area and economy.
  
- C. Definitions:
  - i) Advertisement: Sign, display, or other notice designed to attract public attention or patronage
  - ii) Commercial Advertisement: An Advertisement for which a private individual or entity pays a fee to display that Advertisement on the Premises.
  - iii) Public Service Advertisements: An Advertisement that is issued by the City, CCD, the Commonwealth of Pennsylvania or the Federal Government.



## **Schedule 2**

### **Particular Applicable Laws**

**CITY OF PHILADELPHIA**  
**OFFICE OF THE MANAGING DIRECTOR**  
**REGULATION GOVERNING**  
**PERMITS FOR DEMONSTRATIONS**  
**ON CITY PROPERTY**

**SECTION 1.        Definitions.**

- a.        The term "Appeal" shall have the meaning set forth in Section 12.
- b.        The term "Applicant" means the person or entity that seeks the issuance of a Permit.
- c.        The term "Application" means a written application for a Permit on a form prescribed for such purpose.
- d.        The term "City" means "The City of Philadelphia" acting through the Managing Director's Office, the Fairmount Park Commission, or the Police Department, as the case may be.
- e.        The term "City Property" means all City streets, alleys, sidewalks, parks, plazas, and public spaces, including Fairmount Park, that have been constructed or maintained for the exclusive use and benefit of the public, including those that constitute traditional public forums, designated public forums, or limited public forums, including Dilworth Plaza adjacent to City Hall and Thomas Paine Plaza adjacent to the Municipal Services Building. The term "City Property" shall not include the interior spaces of City Hall and other City buildings, including, but not limited to, the Philadelphia International Airport, the Betsy Ross House, Eastern State Penitentiary, Robin Hood Dell East, the Mann Music Center, or Veterans Stadium.
- f.        The term "Demonstration" means a public assembly, a meeting or gathering, a rally or protest event, a political rally or event, a demonstration, speechmaking, marching, the holding of vigils or religious services, and all other like forms of conduct, the primary purposes of which is expressive activity or the communication or expression of views or grievances, that (1) is engaged in by more than 75 persons and the conduct of which has the effect, intent, or propensity to draw a crowd or onlookers, or (2) will occur upon any City street, sidewalk, or alley without compliance with the normal and customary traffic regulations or controls governing such places. The term "Demonstration" shall not mean the casual use of City Property which does not have an intent or propensity to draw a crowd or onlookers, or a residential block party governed by the Streets Department's block party permitting process.
- g.        The term "Demonstration Sponsor" means the person or entity which is responsible for the staging or production of a Demonstration.
- h.        The term "Fairmount Park" means all City Property that is owned, managed, leased, or maintained by the Fairmount Park Commission ("Fairmount Park"), including, but not



limited to, John F. Kennedy Plaza (LOVE Park), Rittenhouse Square, Levy Park, Pennwalt Plaza, Sister Cities Plaza, VonColln Field, Eakins Oval Plaza, and the East Steps of the Philadelphia Museum of Art. The term "Fairmount Park" shall not mean the East Terrace of the Philadelphia Museum of Art, Memorial Hall, the Waterworks, or other buildings and structures maintained by the Fairmount Park Commission.

i. The term "Permit" means a written authorization issued by the City for the staging or production of a Demonstration on City Property under stated terms and conditions.

j. The term "Permittee" means the person or entity to whom a Permit is issued.

k. The term "Permit Denial" means a written notice from the City informing an Applicant that its Application for a Permit has been denied.

l. The term "Permit Revocation" means a written notice from the City informing a Permittee that its Permit has been revoked.

## **SECTION 2. Permit Requirement for a Demonstration.**

No person or entity shall conduct or hold a Demonstration on City Property without first obtaining a Permit from the City.

## **SECTION 3. Application for Permit.**

a. The Applicant must apply for a Permit by filing an Application, in person or by mail, with the Managing Director's Office, in room 1430 of the Municipal Services Building. .

b. The Application must be filled out completely and signed and dated by the Applicant. If the Demonstration is sponsored or produced by an entity, a person legally authorized to bind the entity must also sign the Application.

c. The Application must contain the following information:

1. the name, address, e-mail address, if available, day-time telephone number, and fax number, if available, of the Applicant;
2. the name of the person who will be in charge of the Demonstration on-site;
3. the name, address, e-mail address, if available, day-time telephone number, and fax number, if available, of the Demonstration Sponsor;
4. the date, time, duration, and location of the proposed Demonstration (including all set up and take down time);
5. an estimate of the approximate number of persons who are reasonably expected to attend the Demonstration;

6. if the Demonstration will include a march or parade, a detailed description of the proposed route of the march or parade (with assembling, starting, and ending points) and the proposed starting and ending times for the march or parade;
7. a statement of any equipment or facilities which are owned by the Applicant or Demonstration Sponsor that are expected to be used;
8. a statement of any equipment or facilities that the Applicant or Demonstration Sponsor desires to rent from the City;
9. whether the Demonstration is a spontaneous event which has been planned in response to a specific occurrence, and, if so, must briefly describe such occurrence; and
10. a certification that the Applicant and Demonstration Sponsor will comply with all governmental rules and regulations applicable to the Demonstration, including, e.g., regulations concerning emergency medical services at special events.

d. After submission of an Application, the Applicant must immediately provide the City with any information that will amend, supplement or change any of the information originally provided in the Application.

#### **SECTION 4.        Application Deadlines.**

a. The Application for a Permit must be submitted to the City at least five business days prior to the proposed date and time of the Demonstration. However, the City will accept Applications less than five days prior to the proposed date and time of the Demonstration, provided, however, that the proposed Demonstration is a spontaneously-planned event in response to a recent occurrence (e.g., a march or rally that is timed to coincide with a recent or future political or other announcement, decision, determination, or declaration by a local, state, or federal official).

b. Where (1) the Applicant has requested the City to provide special or technical services for purposes of assisting in the production or staging of the Demonstration, (2) the Applicant has requested or requires the rental and use of City-owned equipment for the production or staging of the Demonstration, or (3) the Applicant intends to erect fixed structures upon City Property, e.g., sound stage or canopies or tents, the Application for a Permit must be submitted to the City at least sixty business days prior to the proposed date and time of the Demonstration. Absent extraordinary circumstances, the City will not accept Applications meeting the criteria of this subsection beyond this 60-day deadline.

c. An Application shall be deemed submitted on the date it is received by the Managing Director's Office or, if received on a holiday or after normal business hours, on the next business day that is not a holiday.

**SECTION 5.           Application Fees.**

Each Applicant for a Permit must remit an application fee of \$20 at the time of submission. The application fee must be by check or money order payable to the "City of Philadelphia," and is non-refundable. Applications which are submitted after the deadlines set forth in Section 4 and which are accepted for processing by the City must also be accompanied by a non-refundable late fee of \$25.

**SECTION 6.           Order of Processing.**

The City will process Applications for a Permit in the order that the City receives them. The City will allocate the use of a particular City Property or a part thereof among competing Applicants in the order of receipt of fully executed Applications together with the required application fee. The City will have priority use of the requested City Property where the proposed Demonstration conflicts or interferes with a previously scheduled event or with an annual or otherwise regularly-held event or ceremony that is sponsored by or on behalf of the City.

**SECTION 7.           Grounds for Denial of Application for Permit.**

a.       The City will approve an Application and grant a Permit unless there is a basis for denial of the Application.

b.       The following grounds will constitute a sufficient basis for denial of an Application for a Permit:

1.       the Application for a Permit (including any required attachments and submissions) is not fully completed and executed;
2.       the Application for a Permit contains a material falsehood or misrepresentation;
3.       the Applicant has not tendered the required application fee;
4.       the proposed Demonstration conflicts or interferes with a previously scheduled, annual, or otherwise regularly-held event or ceremony that is sponsored by or on behalf of the City or any other person or entity at the same City Property for the same date and time;
5.       a fully executed prior Application for a Permit for the same City Property and for the same date and time has been received, and a Permit has been or will be granted to a different Applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular City Property or part thereof;
6.       the property sought to be used for the Demonstration is closed or partially closed for construction, renovations, or other reasons, and use of the City

Property will pose a threat to the safety of participants or will impose an adverse impact upon the natural environment of the City Property;

7. the Demonstration will substantially or unnecessarily interfere with traffic in the area contiguous to the activity, and will unreasonably disrupt movement or circulation of vehicular or pedestrian traffic, unless there are readily available at the time of the proposed Demonstration sufficient city resources to mitigate any interference or disruption;
8. there are unavailable at the time of the Demonstration a sufficient number of police officers to police and protect lawful participants in the Demonstration and non-participants from traffic related hazards in light of the other demands for police protection at the time of the proposed Demonstration;
9. the concentration of persons, vehicles, or things at the assembly and disbanding areas and along the route of the Demonstration will prevent proper fire and police protection or emergency medical service;
10. the City has revoked a Permit which was previously issued to the Applicant or for a Demonstration that was previously sponsored by the Demonstration Sponsor;
11. the proposed route of any march or parade to be conducted in connection with such Demonstration will proceed in a direction that is opposite of the normal flow of vehicular traffic on such route, unless the direction of the march or parade, or the location thereof, was inextricably intertwined with the purpose of the Demonstration;
12. the City Property cannot safely accommodate the expected number of participants in the Demonstration without an undue adverse impact upon the natural environment of the City Property;
13. the Demonstration cannot reasonably be accommodated with the customary recreational and other uses and policies attendant to the City Property, e.g., a neighborhood park;
14. the Demonstration for which the Applicant has requested the provision of services from the City will place an undue burden on the personnel resources of the City;
15. the Demonstration will have an undue adverse impact on the landscaping, planting, or natural environment of the City Property;
16. the Demonstration will have an undue adverse impact on the public health or safety of the Applicant, other users of the City Property, City employees, or the public (e.g., the Demonstration will unreasonably

- interfere with the movement or service capability of police vehicles, fire fighting equipment, or emergency medical or ambulance services);
17. the Demonstration will unreasonably interfere with the customary functions and uses of, and ingress and egress to and from, buildings that are immediately adjacent to the City Property;
  18. the Applicant, or the person on whose behalf the Application for a Permit was made, has on prior occasions damaged City Property and has not paid in full for such damage;
  19. the Applicant, or the person on whose behalf the Application for a Permit was made, has not reimbursed the City for requested City personnel or requested City equipment utilized in connection with a previously issued Permit;
  20. the Applicant has not complied or cannot comply with applicable licensure requirements, ordinances, or regulations of the City concerning the sale or offering for sale of any goods or services, including the requirement to obtain a business privilege license;
  21. the Demonstration is prohibited by law, including applicable City ordinances and regulations;
  22. the City Property requested is a limited public forum and the expressive activities of the Demonstration do not fall within the designated category of expressive activities for which the limited public forum has been opened;
  23. the City Property requested is a non-public forum that has not been opened for expressive activity to the general public; and/or
  24. the Application is sought for an event that is more appropriately covered by Executive Order 6-93 relating to the City's "Special Events Policy" or for an event that does not satisfy the definition of "Demonstration."

**SECTION 8.            Action on Application; Amendment or Revision of Applications.**

a.        In the case of Applications submitted under the deadline set forth in Section 4(a) above, the City will grant or deny the Application within two business days after receipt of the Application, provided, however, that the City may in its sole discretion extend this period of review for an additional period of two business days, where the Application has been submitted more than twenty days prior to the proposed date and time of the Demonstration.

b.        In the case of Applications submitted under the deadline set forth in Section 4(b) above, the City will grant or deny the Application within thirty days of receipt of the Application.



c. Any amendment or revision of an Application for a Permit will for purposes of determining the priority of the Application, relate back to the original filing thereof; but the time within which the City will grant or deny the Application for a Permit will be computed from the date of the amendment or revision.

**SECTION 9. Notice of Action; Issuance of Permit.**

a. The City will immediately provide to the Applicant notice of the grant or denial of the Application for a Permit by telephone, facsimile, or by e-mail, in accordance with the written instructions of the Applicant in the Application.

b. Upon approval of the Application for a Permit, the City will issue to the Applicant a Permit denoting the location of the City Property, the approved route of any march or parade, and the date, time, and duration for which the Permit is valid. The Permit will note thereon any reasonable restrictions, and any other special requirements, that are applicable to the Permit.

c. The Permit will be made available for personal pick up by the Applicant, or will be mailed to the Applicant, in accordance with the written instructions of the Applicant in the Application.

d. A Permit cannot be transferred or assigned, except that a Permit may be assigned or transferred to an entity that is a legal successor to the Permittee upon the City's written permission.

**SECTION 10. Denial of Application; Contents of Notice.**

a. In the Permit Denial, the City will clearly set forth all grounds upon which the Application for a Permit was denied by reference to Section 7(b) above.

b. Where feasible, the Permit Denial will contain a proposal by the City for measures by which the Applicant may cure any technical defects in the Application.

c. Where the grounds for the Permit Denial are included in Section 7(b)(4), (5), (7), (8), (9), (11), (12), or (13) above, the City will offer to the Applicant:

1. a proposal to hold the Demonstration at different City Property, if available, for the same date and time, so long as the alternate City Property is reasonably similar to the proposed location with comparable public visibility;
2. a proposal to hold the Demonstration at the same City Property, if available, but on an alternative date or time; or
3. a proposal for an alternative route for any proposed march or parade to be conducted in connection with such Demonstration, so long as the alternate route is reasonably similar to the proposed route and has comparable public visibility.

d. The City will serve the Permit Denial on the Applicant by first class U.S. mail, by facsimile, or by e-mail, in accordance with the written instructions of the Applicant in the Application. The City will also make the Permit Denial available for personal pick up by the Applicant.

e. An Applicant desiring to accept an alternate proposal made by the City in accordance with subsection (c)(1) – (3) above will promptly notify the City of its acceptance.

#### **SECTION 11. Permit Revocation.**

Upon written notice to a Permittee, the City may revoke a Permit, where it has been determined that: the Permittee does not intend to comply with, cannot comply with, or has violated, any of the conditions or restrictions applicable to the Permit, including but not limited to the following:

a. failure of the Applicant to obtain any permits or licenses that are legally required by The Philadelphia Code or any City ordinances in connection with the Demonstration;

b. failure of the Applicant to remit any required user fee(s) for City-owned equipment;

c. failure to comply with any conditions applicable to the Permit.

#### **SECTION 12. Procedures for Appeal of Permit Denials and Permit Revocations.**

a. An Applicant who is denied a Permit, or a Permittee whose Permit has been revoked, may file a written appeal (the "Appeal") from such Permit Denial or Permit Revocation with the Managing Director, in room 1420 of the Municipal Services Building.

b. The Appeal must be filed within 48 hours of the Permit Denial or Permit Revocation and must state succinctly the grounds upon which it is asserted that the Permit Denial or Permit Revocation should be modified or reversed. The Appeal must be accompanied by copies of the Application for a Permit, the written Permit Denial or Permit Revocation from the City, and any other papers or documentation material to the determination. A copy of any Appeal shall be served by hand upon the City Solicitor, 1515 Arch Street, 17<sup>th</sup> Floor, One Parkway Building.

c. The Managing Director shall promptly affirm, modify, or reverse the Permit Denial or Permit Revocation and give notice of the decision to the Applicant.

#### **SECTION 13. Permit Restrictions.**

The City may place reasonable restrictions on the conduct of a Demonstration, which restrictions may consider the customary use and nature of the City Property, recreational use policies, the size and location of the City Property, and the degree to which the Demonstration



might interfere with the customary uses and adopted recreational use policies for the City Property.

**SECTION 14. Compliance with Applicable Law.**

a. A Permittee must comply with all applicable provisions of The Philadelphia Code and all City ordinances, including those provisions concerning food and noise levels. A Permittee must obtain, in advance of a Demonstration, separate permits for certain activities that are accessory to a Demonstration, including, but not limited to, vending of food or goods, special parking facilities, hanging banners, setting up tents, use of fireworks, and serving alcoholic beverages.

b. Failure to obtain any such permits may be a basis for revocation of a Permit.

c. The issuance of a Permit under this Regulation will not supersede a requirement for the Applicant to obtain any other permits required by law.

**SECTION 15. Insurance.**

a. The Applicant shall procure and maintain at all times during its use of City Property insurance in such amounts and with such coverages as shall reasonably be required by the City's Division of Risk Management and shall name "The City of Philadelphia" as an additional insured thereunder.

b. The amounts and type of insurance required shall be determined by the Division of Risk Management based upon the nature of the Demonstration and the risk involved. The Division of Risk Management shall prepare a uniform schedule of insurance guidelines for Demonstrations.

c. The Applicant shall provide the City's Division of Risk Management with a certificate from an insurer evidencing such coverage prior to the Applicant's use of City Property, and within the time prescribed by the City. The certificate shall also provide that the insurer shall give the City reasonable advance notice of insurer's intent to cancel the insurance coverage provided.

**SECTION 16. Indemnity Agreement.**

Upon submission of an Application and the issuance of a Permit, each Applicant shall be deemed to have agreed to defend, indemnify and hold harmless the City, its elected and appointed officials, agents, and employees, from and against any and all claims against the City, its elected and appointed officials, agents, and employees, and for all damage or losses to City-owned building, structures, or other property, which arise from the acts or omissions of the Applicant or persons within or under the direct control or supervision of the Applicant (e.g., employees).

**SECTION 17.           Reimbursement of City Equipment Costs.**

a.       Each Demonstration Sponsor of a Demonstration shall pay rental fees, at least five days in advance of the Demonstration, for any and all equipment to be provided by the City for use in connection with the production or staging of the Demonstration. A schedule of such equipment rental fees shall be provided to an Applicant upon request.

b.       Following the conclusion of a Demonstration, the Demonstration Sponsor shall pay the City for the repair and/or replacement costs (as determined by the City in its sole discretion) of equipment that is not returned or is returned in an unacceptable condition (reasonable wear and tear excepted).

**SECTION 18.           Reimbursement of City Personnel Costs.**

Each Demonstration Sponsor of a Demonstration shall reimburse the City an amount equal to all personnel costs for services that are specifically requested from the City for the purpose of staging and conducting the Demonstration, including, but not limited to, costs for public safety, public health, sanitation, and Department of Public Property personnel. This section shall not be construed to apply to City police costs associated with traffic and crowd control.

**SECTION 19.           Waiver of Insurance Requirement.**

a.       Any requirement for insurance shall be waived by the City Solicitor, or his or her designee, if the requirement will be so financially burdensome that it will preclude the Applicant from using City Property for the proposed Demonstration. A waiver of the insurance requirement contained in Section 15 shall not be permitted where the Demonstration is covered by the application deadline set forth in Section 4 (b).

b.       Fees for City-owned equipment and City-provided services that are requested by the Applicant cannot be waived pursuant to this Section.

c.       Application for a waiver of the insurance requirement shall be made simultaneously with the Application on a form prescribed by the Law Department and must include an affidavit by the Applicant and sufficient financial information about the Applicant to enable the City Solicitor, or his or her designee, to determine whether the insurance requirement will be so financially burdensome that it will preclude the Applicant from using the City Property for the proposed Demonstration.

**SECTION 20.           Severability; Amendments.**

In the event that any provision of this Regulation, or the application thereof to any person or circumstance, shall be judged invalid, the remainder of this Regulation and the application of any such remaining provisions to other persons or circumstances, shall not be affected thereby. The City reserves the right and power to modify, amend, or repeal this Regulation at any time in

accordance the Philadelphia Home Rule Charter; and all rights, privileges and immunities conferred by this Regulation or by acts done pursuant hereto shall exist subject to such power.

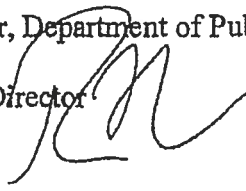
**END OF REGULATION.**

**CITY OF PHILADELPHIA  
OFFICE OF THE MANAGING DIRECTOR**

**MEMORANDUM**

**May 23, 2012**

**TO:** Managing Director's Office  
Bridget Greenwald, Commissioner, Department of Public Property

**FROM:** Richard Negrin, Esq., Managing Director 

**SUBJECT:** Public Use of Thomas Paine Plaza, City Hall Courtyard, and Dilworth Plaza

---

**This memo replaces and supersedes all previous memos on the topic of requests to use Thomas Paine Plaza, City Hall Courtyard, and Dilworth Plaza. The changes listed in this memo go into effect immediately.**

These guidelines are designed to reduce clutter, wear, and tear, and to give all visitors and residents the opportunity to enjoy our City's most prominent public spaces.

**1. The Managing Director's Office Must Approve All Requests to Use Thomas Paine Plaza, City Hall Courtyard, or Dilworth Plaza.**

Any and all requests for a permit to use Thomas Paine Plaza, City Hall Courtyard, or Dilworth Plaza must be sent to the Managing Director's Office for review and approval, with a copy to the Department of Public Property.

**2. Requests Are to Be Handled on a First-Come, First-Served Basis.**

Any and all requests to engage in expressive activity are to be handled on a first-come, first-served basis.

**3. There is a 72 Hour Time Limit for Use of Thomas Paine Plaza, City Hall Courtyard, or Dilworth Plaza.**

The time limit for any expressive activity on Thomas Paine Plaza, City Hall Courtyard, or Dilworth Plaza, such as a demonstration or a special event, is now **three days (72 hours)**.

**4. No Freestanding Structures on Dilworth Plaza and City Hall Courtyard.**

Structures will **only** be allowed on Dilworth Plaza and City Hall Courtyard if they are tied to a special event or a demonstration. No freestanding structures will be allowed.

**5. No Structures of Any Kind on Thomas Paine Plaza:**

No structures will be allowed on Thomas Paine Plaza. This means no freestanding structures **and** no structures that are tied to a special event or a demonstration.

**6. These Restrictions Only Apply to Thomas Paine Plaza, Dilworth Plaza, and City Hall Courtyard.**

These restrictions do **not** apply to other City-owned properties, just Thomas Paine Plaza, Dilworth Plaza, and City Hall Courtyard.

**7. City Events Are Not Affected by These Changes.**

These restrictions do **not** apply to City events. A City event is an event wholly sponsored and funded by the City. Examples of City events are a Health Department information fair or a Recreation Department fund-raiser for the City pools.

**8. Don't Guess. Ask.**

If a new or confusing situation presents itself, or if you have any questions regarding how this memo relates to a request to use Dilworth Plaza, City Hall Courtyard, or Thomas Paine Plaza, please contact whoever is handling these permits for the Managing Director's Office.

Copy: Suzanne Biemiller, Chief of Staff  
Shelley Smith, City Solicitor  
Mike DiBerardinis, Deputy Mayor for Parks and Recreation  
Gary Steuer, Chief Cultural Advisor  
Mark Focht, First Deputy Commissioner, Parks and Facilities

SPECIAL EVENTS POLICY

WHEREAS, The City of Philadelphia hosts hundreds of festivals, commercial block parties, and other special events each year; and

WHEREAS, City government provides labor, supplies, and equipment to many of these special events; and

WHEREAS, The City has created a Special Events Review Committee and a standardized procedure to oversee special events planning and staging, including the provision of City labor, supplies, and equipment therefor;

NOW, THEREFORE, I, Edward G. Rendell, by the power vested in me as Mayor of the City of Philadelphia, do hereby order as follows:

ARTICLE I - OVERVIEW

SECTION 1. "Special Event" Defined.

"Special event" means a preplanned event or series of events of less than a week's duration, sponsored by a public or private person or entity, which is:

(a) located wholly or partially on property owned or maintained by the City; or

(b) located on any other property and requires for its successful execution, the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides.

SECTION 2. General Policy.

City buildings, parks and all other City-owned or controlled real estate which have been constructed or maintained for the benefit of the public shall be for the use of the public in general. To that end, no person or entity (including City agencies) shall be given any special or exclusive privilege to use any public property under the control of the City without first obtaining a permit pursuant to this section. Additionally, the Committee shall ensure that proper coordination occurs among necessary City departments to facilitate the use of City streets

) for special event activities including parades, street festivals, foot races, bike-a-thons, and all other events requiring closure of a right-of-way.

## ARTICLE II - CITY PERSONNEL

### SECTION 1. Special Events Review Committee.

(a) There is hereby established a Special Events Review Committee (the "Committee"), to be made up of the following members:

- (1) Deputy City Representative For Special Events (co-chair);
- (2) Managing Director or designee (co-chair);
- (3) Commissioner of Public Property or designee;
- (4) Director of Office of Risk Management;
- (5) City Solicitor or designee; and
- (6) Executive Director of Fairmount Park Commission.

(b) The Committee shall have the following powers and duties:

(1) Review all applications for permits governing special events occurring within the corporate boundaries of the City (including areas administered by the Fairmount Park Commission), and requests for attendant City support services;

(2) Provide executive oversight of the management of any special account or fund established for management of or support for special events;

(3) Prior to and during every special event, coordinate the permitting processes of all City departments providing services to the special event;

(4) In conjunction with the Special Events Task Force, provide technical assistance and information to special event sponsors;

(5) Recommend appropriate risk management measures to protect the City during each special event;

(6) Administer all special event concession agreements and all special event permits pursuant to this ordinance, except those expressly reserved to other City departments or agencies;

(7) Forward all approved requests for City services to the Managing Director at least thirty (30) days prior to the start of the special event, to allow proper scheduling of employees;



(8) Have the authority to determine and require event promoters to provide essential services, including but not limited to adequate on-site safety and traffic control, fire protection, first-aid services, sanitation and clean-up; and

(9) Set the rates, fees, and other charges to special event sponsors for rent and City services provided in connection with special events.

## SECTION 2. Deputy City Representative For Special Events.

(a) The Deputy City Representative For Special Events ("City Representative") shall represent the City Representative and Director of Commerce at all meetings of the Committee.

(b) The City Representative shall maintain all administrative and financial records relating to special events, including but not limited to the following:

(1) Correspondence with permit applicants and event sponsors, including notifications concerning permit requirements, regulations affecting special events, and application deadlines; and

(2) Intra-department correspondence and memoranda concerning the establishment of fees for City services provided to special event sponsor.

(c) The City Representative shall be the primary City contact person for special event permit applicants and event sponsors.

## SECTION 3. Managing Director.

(a) The Managing Director or designee ("Managing Director") shall represent the Managing Director's Office at all meetings of the Committee.

(b) The Managing Director shall coordinate all requests for support services for all special events approved by the Committee, including but not limited to the following tasks:

(1) Preparation of requests for City services;

(2) Determination of estimated costs to each City operating department;

(3) Confirmation that applications for all necessary City permits have been submitted and evaluated on a timely basis; and



(4) Coordination of all support services from City operating departments, both before the special event and on-site.

(c) The Managing Director shall convene representatives of City operating departments as the Special Events Task Force, in order to evaluate City support service requests and coordinate the provision of City resources and support services for approved special events, and shall chair such Task Force.

(d) The Managing Director shall evaluate the proposed location of the special event, and the projected program for the event, and notify the event sponsor of any changes in location and/or program determined by the Committee to be necessary to make the event safe in conformity with City regulations.

(e) If the special event is expected to attract ten thousand (10,000) or more participants or attendees, ensure compliance by the sponsor with the requirements of the Pennsylvania Department of Health Act 45, Title 28, pertaining to Emergency Medical Services ("EMS") for Special Events, including either:

(1) The use of City Fire Department personnel and equipment (at sponsor's cost); or

(2) Timely submission of a City Special Event EMS Plan for the event.

(f) The Managing Director shall monitor the staging of all special events, including but not limited to the following:

(1) Enforcement of all health, safety, vendor, licensing, and other regulations associated with any special event;

(2) Proper administration of all special event concession agreements and licenses, and all special event permits;

(3) Need for implementation of emergency management procedures; and

(4) Adequate provision of on-site emergency medical services.

(g) The Managing Director shall monitor all costs to the City associated with the planning and staging of special events, including scheduled overtime of City employees, to ensure that City departments do not exceed fiscal year overtime projections.

SECTION 4. Commissioner of Public Property or Designee.

(a) The Commissioner of Public Property or designee ("Public Property") shall represent the Department of Public Property at all meetings of the Committee.

(b) Public Property shall evaluate all requests for services requiring Department personnel, and rental requests for City property and equipment, and determine the cost to be charged to a sponsor for provision of such services and property.

(c) Public Property shall supervise on-site preparations for each special event, and coordinate private sector support services with City services at such event.

SECTION 5. Director of Office of Risk Management.

(a) The Director of the Office of Risk Management ("Risk Manager") shall represent that office at all meetings of the Committee.

(b) The Risk Manager shall evaluate special event applications and advise the Committee on appropriate risk management measures to protect the City from liability during an event, including but not limited to amounts and types of insurance to be required of event sponsors.

SECTION 6. City Solicitor.

(a) The City Solicitor or designee ("Solicitor") shall represent the Law Department at all meetings of the Committee.

(b) The Solicitor shall provide legal advice to the Committee on all matters relating to the consideration of special events permit applications and the conduct of special events, including but not limited to the following:

- (1) Permit requirements;
- (2) Indemnification, insurance, and risk management issues;
- (3) Leasing of public space;
- (4) Ordinance and regulation requirements; and
- (5) Special events policy oversight.

SECTION 7. Executive Director of Fairmount Park Commission.

(a) The Executive Director of the Fairmount Park Commission or designee ("Fairmount Park") shall represent the Fairmount Park Commission ("Commission") at all meetings of the Committee.

(b) Fairmount Park shall review all special event applications involving the use of Park services or facilities, and determine the fees, rent, and other charges to be required by the Committee for the use of such services and facilities.

SECTION 8. Special Events Task Force.

(a) The Special Events Task Force shall consist of the members of the Special Events Review Committee and representatives of the following departments:

- (1) Police Department;
- (2) Fire Department;
- (3) Department of Recreation;
- (4) Department of Streets;
- (5) Department of Health; and
- (6) Department of Licenses and Inspections.

(b) Members of the Special Events Task Force shall (individually and collectively) perform such duties necessary or desirable for the planning and staging of special events as are directed by the Managing Director, including but not limited to the following:

(1) Evaluate requests for City property, equipment, support services, and other resources, and submit for Committee approval the costs to be charged to an event sponsor for such resources;

(2) Evaluate requests to close City streets, as well as event proposals that may affect the passage of traffic through City streets, and recommend to the Committee the approval or denial of such requests and proposals;

(3) Evaluate the need for clean-up and sanitation services at special events, and recommend to the Committee such sanitation measures that should be required of an event sponsor;

(4) Coordinate the provision of City property, equipment, support services, and other resources for Committee-approved special events;

(5) As directed by the Managing Director, provide technical assistance and information directly to special event sponsors on the planning, set-up and staging of events; and

(6) Consult with private sector entities to develop methods of cutting costs for providing City equipment and services at special events, and develop an abatement strategy for recurring City costs associated with special events.

### ARTICLE III - SPECIAL EVENTS PERMITTING PROCEDURE

#### SECTION 1. Rules and Regulations.

The Committee may establish rules and regulations for the use of public property. Such rules and regulations shall become effective following the procedure set forth in the Philadelphia Home Rule Charter, and shall be enforced as regulations of the City.

#### SECTION 2. Time Restrictions.

The Committee may place reasonable time restrictions on the issuance of special event permits, including without limitation a prior notice requirement, first-come, first-served scheduling, limitations on frequency of use, and limitation of permits to normal operating hours for City property.

#### SECTION 3. Location Restrictions.

The Committee may impose reasonable location restrictions on the issuance of special event permits, which restrictions may consider the historic use of the property, recreational use policies, the size of the property and the degree to which the special event would interfere with the historic use and adopted recreational use policies for the property.

#### SECTION 4. Permit Considerations.

The Committee may deny or revoke a special event permit whenever it finds:

(a) The applicant person or entity has previously violated the provisions of a special event permit or has submitted materially false or incomplete information on any special event permit application; or

(b) The special event would unreasonably interfere with the movement or service capability of police vehicles, fire fighting equipment or ambulance service; or

(c) The special event would unreasonably interfere with the historic recreational use and the adopted recreational use policies for a neighborhood park; or

(d) The special event would unreasonably interfere with another special event for which a permit has been issued; or

(e) The special event would create an undue burden on the personnel resources of the City; or

(f) The special event would have an unduly adverse impact on the environment or public health and safety.

#### SECTION 5. Street Closures.

All closures of City streets in conjunction with a special event shall be approved by the Committee after consultation with the Police Commissioner and the Streets Commissioner.

#### SECTION 6. Permit Fee.

The Committee may charge a permit application fee in an amount not to exceed the City's cost in administering such application.

#### SECTION 7. Other Permits.

The Committee may require a separate permit and fees for certain activities accessory to a special event, including but not limited to special parking facilities, hanging banners, setting up tents, fireworks, and serving alcoholic beverages.

#### SECTION 8. Insurance.

(a) The Committee shall require every sponsor of a special event to provide a current certificate of insurance thirty (30) days prior to the event. Such insurance shall protect the City from all claims for damages to property and bodily injury in connection with the event, and comply with such other specified insurance coverage(s) and limits of liability as are established by the Committee. The certificate of insurance shall name the City of Philadelphia as an additional insured.

(b) Notwithstanding Section 8(a), the Committee may adjust or eliminate the insurance requirement for a special event when, due to the nature of a particular event, it determines that some or all of the insurance coverage is not necessary.



SECTION 9. Indemnity Agreement.

The Committee shall require every sponsor of a special event to execute an indemnity agreement in a form approved by the City Solicitor, holding the City, its elected and appointed officials, agents, and employees harmless against claims and losses arising from the special event or the sponsor's use of City property.

SECTION 10. Special Rules For Fairmount Park.

(a) Except as they may be made expressly applicable by the Fairmount Park Commission (the "Commission"), the provisions of this Executive Order shall not apply to property owned, leased, or maintained by the Commission.

(b) Notwithstanding paragraph (a), the Commission shall retain the right to reject any application for a special event that it determines would not be in the best interests of the Park.

(c) The Commission shall retain the right to impose conditions and restrictions on the use of Park facilities in addition to or different from those conditions and restrictions imposed by the Committee on the use of City facilities and resources.

(d) Notwithstanding the other provisions contained in this Executive Order, the Commission may authorize the holding of special events directly benefitting Park facilities and programs at facilities administered by the Commission, without requiring the event sponsor to submit a special event permit application to the Committee for approval or pay rent; provided, that the City shall be reimbursed by the event sponsor or the Commission for all City services and support utilized on behalf of such special event.

SECTION 11. City-Sponsored Events.

All City government officials, departments, agencies, boards and commissions sponsoring a special event on City property shall comply with the application procedures and other requirements set forth in this Executive Order; provided, however, that unless otherwise directed by the Committee, such City entities shall not be required to pay the fees and charges set forth herein.

SECTION 12. Committee-Designated Exempt Nonprofit Special Events.

(a) Notwithstanding the other provisions of this Executive Order, the Committee may exempt a Nonprofit Special Event (as defined in Article V herein) from payment of any or all fees and charges otherwise payable to the City and/or the Commission for a

special event; provided, that each exempted special event shall require the use of less than One Thousand Dollars (\$1,000.00) in City and/or Commission labor, materials, equipment, services, and other expenditures; and provided further, that a Public Interest Organization may sponsor no more than one (1) special event per calendar year that is exempted by the Committee in whole or in part from the payment of fees and charges.

(b) All applicants for special event permits are presumed to have the financial means to pay the fees and charges required of event sponsors pursuant to this Executive Order. An exemption from such fees and charges pursuant to Subsection (a) may only be granted by the Committee upon petition of the special event sponsor, and production of such evidence as the Committee may require demonstrating to the Committee's satisfaction that the sponsor is in fact unable to pay some or all of the fees and charges expected to be incurred by the special event. The sponsor must show that it cannot pay such fees and charges prior to or during the event, and that it cannot reasonably foresee that such funds could become available within a reasonable period following the event. Decisions of the Committee pursuant to this Section 12 shall be final.

(c) In order for the Committee to exempt a Nonprofit Special Event from payment of any or all fees and charges pursuant to this Section 12, the affirmative vote of a majority of the members of the Committee is required. A request to exempt a Nonprofit Special Event from any or all fees and charges due to the Commission may not be granted by the Committee without the affirmative vote of Fairmount Park.

(d) The sponsor of an exempted special event shall have the duty to notify the Committee of any change in circumstances occurring prior to or during such event that impacts on its ability to pay any or all of the exempted fees and charges for the event. The Committee shall retain the right to re-impose exempted fees and charges if it determines that such circumstances make the sponsor more able to pay such costs. The Committee may revoke the permit of any sponsor that willfully withholds from it prior to or during an exempted special event new information pertaining to its financial status.

(e) All special events exempted from payment of any or all fees and charges pursuant to this Section 12 shall otherwise comply with all laws, rules, and regulations of the Committee and the Commission (where applicable).

#### ARTICLE IV - PERMITTING & CHARGES

##### SECTION 1. Procedure For Determining Charges.

Every person or entity sponsoring a special event involving sale of items, charging of admissions, or closure of more than one block of City streets, shall comply with the following requirements:

(a) Obtain a special event permit pursuant to Article III; provided, however, that prior to the issuance of a permit to use City property managed by a City department or agency other than one represented on the Committee or Special Events Task Force, the director of the affected department or agency must consent to the issuance of the permit;

(b) Submit an application in a form approved by the Committee within such time period prior to the special event as may be established by the Committee;

(c) If the special event is to be located wholly or partially on property owned, leased, or maintained by the City or the Commission, pay property rent in scheduled amounts as may be determined from time to time by the Committee or Commission and published in Article V of this Executive Order (as such Article V may be amended from time to time). Article V and the rent schedule may include different charges for City facilities based on the nonprofit purpose (if any) of a special event;

(d) Except as otherwise provided herein, pay all costs, at scheduled rates as determined from time to time by the director of the affected department or designee and approved by the Committee, for services and equipment exceeding normal service levels incurred during a special event by City departments and agencies;

(e) Provide such services in compliance with all applicable City codes and regulations, including without limitation:

- event security and traffic control
- crowd management
- food preparation facilities
- waste and litter control
- toilet facilities
- fire and emergency medical facilities and personnel

and any other services necessary to ensure that an event is conducted in a safe manner to protect the safety, health, property, and general welfare of the City's citizens, as determined by the Committee. Security and traffic control services must be performed by City police officers or a reputable outside provider approved by the Committee in advance. The



) sponsor must also hire other City and/or outside personnel as may be required by the Committee to perform other necessary health and safety functions;

(f) (1) If the special event is to include sales of goods or food, submit to the City a list of all participating vendors together with a completed Special Events Vendor License application for each vendor authorized by the sponsor to sell at the special event and not holding a current City vendor license, and remit the required fee per vendor as a license fee; provided, that if such applications and license fees are not submitted to the City at least ten (10) days prior to the first day of the special event, a late fee for each application shall be due and payable at the time of submission.

(2) Notwithstanding the above, if a holder of a current City vendor license participates in a special event under conditions different from or not permitted under the terms of the holder's license, the sponsor shall be required to submit a Special Event Vendor License application and remit the required fee for such vendor;

(g) At least ten (10) business days prior to the first day of the special event, post a bond or cashier's check in the amount of the estimated cost of City services as determined by the Committee, as well as the amount of any other sums due and payable to the City upon the occurrence of the special event. If after the special event the City determines that the actual cost was less than the amount posted, funds will be reimbursed as promptly as possible. If the actual cost of City services exceeds the posted amount, payment must be made within fifteen (15) calendar days after the City invoices the sponsor for these costs; and

(h) Submit an independently audited statement of gross revenues derived from the special event within such time period after the special event as may be specified by the Committee.

## SECTION 2. Publishing of Rates and Charges.

) Beginning with Fiscal Year 1994, sixty (60) days prior to the start of each City fiscal year, the Committee shall establish and publish special event rental rates, service cost recovery amounts, and other fees for the upcoming fiscal year. Such publication shall appear as Article V to this Executive Order. Fiscal Year 1993 rates shall be as published by the Committee in Article V herein on the effective date of this Executive Order.

SECTION 3. Reimbursements to City Departments.

Any and all amounts paid to the City for equipment and additional department costs exceeding normal service levels incurred because of special events shall be reimbursed to the City departments providing such equipment and services (and the Fairmount Park Commission, if applicable) as abatements for costs expended by them, upon submission to the Managing Director of an itemized statement of expenses from each affected department.

SECTION 4. Payments to the City.

All payments to the City relating to special events, including but not limited to application fees and rents, shall be directed to the City's General Fund.

SECTION 5. Managing Director's Report.

The Managing Director shall submit a report on the City costs and charges for special events to the Mayor and City Council at the end of each fiscal year.

ARTICLE V - SCHEDULE OF RATES & DEADLINES

The following schedule of rates is adopted for all special events located in the City of Philadelphia:

SECTION 1. Definitions.

For purposes of this schedule of rates, the terms stated below shall have the following meanings:

"Additional Department costs" means all additional costs for services exceeding normal service levels incurred during a special event by all City Departments, as recommended by the Commissioners of said departments and approved by the Committee.

"Public Interest Organization" means either: (1) an entity qualifying for exemption from taxation pursuant to Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (or successor statute); or (2) an organization with an active membership of twenty-five (25) or more City residents, organized to improve the quality of life in the City of Philadelphia or part thereof, and that earns no profit for itself or any person.

"Gross Event Revenues" means all funds earned or raised by a special event from several sources, including but not limited to paid admission/ticket charges, sponsorships and broadcast rights fees, Sales, and booth, vendor, or other participation fees.

"Sales" means sales of food, beverages, novelties, services, or any other items offered for general sale to the public.

## SECTION 2. Event Classifications.

For purposes of this schedule, the event classifications stated below shall have the following meanings:

"Nonprofit Special Event" means a special event which (1) is sponsored by a Public Interest Organization, and (2) contributes or reserves, without deductions or offsets, ninety percent (90%) or more of Gross Event Revenues to a Public Interest Organization.

"Profit Special Event" means a special event which contributes or reserves, without deductions or offsets, less than ten percent (10%) of Gross Event Revenues to a Public Interest Organization.

## SECTION 3. Application Fee and Deadlines.

(a) Applications for special events shall be submitted as early as possible, but no later than seventy-five (75) days prior to the expected first day of a special event. Applications submitted within seventy-five (75) days of the first day of a special event must be accompanied by payment of a Twenty-Five Dollar (\$25.00) late fee.

(b) All persons or entities submitting a special event application shall remit an application fee of Fifty Dollars (\$50.00) at the time of submission. The application fee and any late fee shall be payable only by check or money order payable to the City, and shall be non-refundable.

## SECTION 4. Special Event Vendor License Fee.

All persons or entities submitting a Special Event Vendor License application shall remit an application fee of Seventy-Five Dollars (\$75.00) at the time of submission. A late fee of Fifty Dollars (\$50.00) per application shall be remitted with all applications submitted within ten (10) days of the first day of a special event. The fees shall be payable only by check or money order payable to the City, and shall be non-refundable.

SECTION 5. Street Closing Permit.

All applications for street closing permits to be issued for special events, non-resident sponsored block parties, or any other unusual activity, shall cost Fifty Dollars (\$50.00) per block. This application fee must be posted with the appropriate application no later than seventy-five (75) days prior to the expected first day of the activity. Applications submitted within seventy-five (75) days of the first day of the activity must be accompanied by payment of a Twenty-Five Dollar (\$25.00) late fee. The fees shall be payable only by check or money order payable to the City, and shall be non-refundable.

SECTION 6. Rent - Profit Special Events.

All persons or entities conducting a Profit Special Event wholly or partially on property which is owned, leased or maintained by the City shall pay daily property rent as required by the Committee and listed on Exhibit "A" attached hereto.

SECTION 7. City Personnel Cost Recovery - Profit Special Events.

In addition to rent, each sponsor or producer of a Profit Special Event shall reimburse the City an amount equal to all personnel costs for services provided by all City departments, including but not limited to costs for public safety, public health, sanitation, and Department of Public Property personnel.

SECTION 8. City Equipment Cost Recovery - All Events.

Each sponsor of a Profit or Nonprofit Special Event shall pay rental fees in advance for any and all equipment provided by the City to the event. Such fees shall be as listed on the Schedule of Equipment attached hereto as Exhibit "B", as the same may be amended from time to time.

Following the conclusion of an event, the sponsor shall pay the City for the repair and/or replacement costs (as determined by the City in its sole discretion) of equipment that is not returned or returned in an unacceptable condition (reasonable wear and tear excepted).

ARTICLE VI - DISSEMINATION; EFFECTIVE DATE

SECTION 1. Dissemination of Information.

A copy of this Executive Order and/or a summary of its provisions shall be distributed to all current officials of the Administrative and Executive Branch, and to all newly appointed officials. Such a summary shall also be provided to all sponsors and prospective sponsors of special events.

SECTION 2. Effective Date.

This Order shall take effect immediately.

DATE April 13, 1993

Edward G. Rendell  
EDWARD G. RENDELL, MAYOR