



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: William P. Leeson, Esq., City Solicitor

Re: Use Permit Agreement for Public Property
Permittee Name: Holy Infancy Roman Catholic Church
Purpose: Holy Infancy Portuguese Heritage Celebration and Multicultural
Festival
Location: Webster Street between 4th Street and the Greenway
Greenway between Webster Street and Adams Street

Date: June 16, 2016

Attached is a proposed Resolution and associated Use Permit Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

A handwritten signature in black ink, appearing to read "William P. Leeson", is written over a horizontal line.

William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Jane P. Persa, Parks & Public Property
Joe McCarthy, Holy Infancy Roman Catholic Church

RESOLUTION NO. _____

Authorization For Use Permit Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that Council authorizes and ratifies execution by the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Holy Infancy Roman Catholic Church
2. Premises: Webster Street between 4th Street and the Greenway
Greenway between Webster Street and Adams Street
3. Purpose: Portuguese Heritage Celebration and Multicultural Festival
4. Duration: Portuguese Heritage Celebration – Friday, June 10, 2016 to Saturday, June 11, 2016
Multicultural Festival-Friday, June 17, 2016 to Saturday, June 18, 2016
5. Event Dates: Portuguese Heritage Celebration
June 10, 2016 from 5:00 p.m. to 10:00 p.m.
June 11, 2016 from 12:00 noon to 9:00 p.m.
Multicultural Festival
June 17, 2016 from 5:00 p.m. to 10:00 p.m.
June 18, 2016 from 12:00 noon to 10:00 p.m.

Sponsored by _____

ADOPTED by Council this day of , 2016.

President of Council

ATTEST:

City Clerk

CITY OF BETHLEHEM
Bethlehem, Pennsylvania

USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

PREMISES: Webster Street between 4th Street and the Greenway
Greenway between Webster Street and Adams Street

PURPOSE: Holy Infancy Portuguese Heritage Celebration and Multicultural Festival

DURATION: June 10, 2016 to June 11, 2016 (Portuguese Heritage Celebration)
June 17, 2016 to June 18, 2016 (Multicultural Festival)

THIS USE PERMIT AGREEMENT is entered into this _____ day of _____, 2016, by and between HOLY INFANCY ROMAN CATHOLIC CHURCH, with its mailing address at 312 E. 4th Street, Bethlehem, Pennsylvania, 18015 (hereinafter referred to as the "Permittee");

- AND -

The CITY OF BETHLEHEM, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its offices and principal place of business situate at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Permittee desires to utilize the premises identified above for the purpose identified above; and

WHEREAS, City desires to grant a Use Permit to the Permittee for the premises described, for the purpose stated, and for the date(s) described above as duration.

NOW THEREFORE, in consideration of the sum of Fifty Dollars and 00/100 (\$50.00) and the other amounts, if any, hereinafter identified to be paid by the Permittee to the City concurrently herewith, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

A. SPECIAL PROVISIONS

1. Event Date and Times

A. The event dates and times are as follows:

Portuguese Heritage Celebration

June 10, 2016 from 5:00 p.m. to 10:00 p.m.

June 11, 2016 from 12:00 noon to 9:00 p.m.

Multicultural Festival

June 17, 2016 from 5:00 p.m. to 10:00 p.m.

June 18, 2016 from 12:00 noon to 10:00 p.m.

B. Alcohol service and sales each day of the event shall end at the earlier thirty minutes prior to the end time or any time required by the Permittee's PA LCB license or Special Occasion Permits, if any.

2. Submission of Public Safety Plan/EMS Standby. Not Required; Language Deleted

3. Fees, Contributions and Charges.

A. Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

B. All contributions, fees and charges are due and must be paid within 30 days of the date of invoice, unless otherwise specified herein. If payment is not received within 30 days or by the specified due date, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof. Interest accruals will include on claims for damages (see Paragraph B.8. below) and/or other services provided by the City of Bethlehem (including but not limited to EMS, fire inspectors, police personnel, City services described in Paragraph B.12. below, etc.).

4. Special Requirements Regarding Service and Sale of Alcohol

A. The provisions under this paragraph 4 are mandatory because Permittee has represented that it will be selling alcohol at the Event or Festival.

B. Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit for each event listed above.

- C. Permittee must obtain and provide proof of liquor liability insurance coverage under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (1) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (2) the insurance shall provide coverage for the periods of time indicated above as Duration and (3) which insurance names the "City of Bethlehem, its officers and employees" as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee's signing and delivery of this Agreement to the City for counter-signature. A certificate naming the City as "certificate holder" only is non-compliant.

5. Roster Duty Police Officers. Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the permitted Event or Festival. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee under paragraph 3 above.

6. Revenue. All revenue from the event activities may be retained by Permittee.

7. Code Inspection and Compliance

A. Temporary Structures and Overhead Cover. Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Use Permit Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the 2009 International Fire Code and other codes, guidelines, etc. deemed relevant by City. The City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay the City \$50.00 fee for the inspection of each tent, canopy or membrane subject to this provision.

B. Cooking and Cooking Devices. Any vendor, party or participant of the festival or event that is the subject of this Use Permit Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

C. Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this agreement under Section B.5.

B. STANDARD PROVISIONS

1. Grant of Non-Exclusive Use Permit. The City hereby grants to the Permittee a permit to use the Premises, as more particularly described above, for Permittee's non-exclusive use for the Purpose described above.

2. Purpose of Use Permit and Duration. The Premises shall be used for the Purpose described above only. The grant of this non-exclusive Use Permit shall run for the period of time indicated above as Duration if not terminated sooner as allowed under this Agreement.

3. Premises to Remain Open and Accessible to the Public. The Premises must remain open and accessible to the public at all times, except during activities or events scheduled by and conducted by the Permittee. If the Premises covered by this Agreement pertains to a building or other enclosed structure, City will determine the days and hours for public access, and the days and hours that the building or other structure shall be closed and locked. Permittee shall not interfere with or disrupt City's operations and activities.

4. Scheduling of Programs and Events. The City and the Permittee will coordinate the scheduling of events for use of any facility or other building on the Premises. The City shall retain final approval over all scheduling matters.

5. Violations of Use Permit. Any violation of this Use Permit, as determined by the City in its sole discretion, shall result in the immediate termination of the Use Permit. Such violations include but are not limited to:

- A. The prevention of the public from the use and enjoyment of the Premises at times when no activities or other events are scheduled.
- B. The exclusive use by the Permittee, to the exclusion of the public, of the facility or other building on the Premises during periods when no activities or other events are scheduled.
- C. The failure of the Permittee to obtain and provide the insurance required by this agreement.
- D. Violation and/or non-compliance with any federal or state law, or of City ordinance, inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation.
- E. Violation of a material obligation of Permittee under this Agreement.

6. Required CGL Insurance Coverage. The Permittee shall purchase and maintain comprehensive general liability insurance naming the "City of Bethlehem and its officers and employees" as additional insureds for a minimum of \$1,000,000.00 per occurrence and general aggregate of \$1,000,000.00. The said insurance shall cover public liability, products liability and property damage. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee's signing and delivery of this Agreement to the City for counter-signature. A certificate naming the City as "certificate holder" only is non-compliant.

7. Indemnification of City. The Permittee shall indemnify, defend, save and hold harmless the City and its officers and employees, from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the use of the Premises by the Permittee, and also whether such claims be made by an owner, officer, principal, employee, or a contractor or its employees, of the Permittee, or by any third party, also including Event and Festival licensees and vendors, their owners, principals, employees, and their contractors and contractor's employees, and by members of the public, and whether or not it shall be claimed that the damage or injury or death was caused through the negligent act or omission in whole or in part of the City and/or its officers and/or employees. The Permittee shall indemnify, defend, save and hold harmless the City and its officers and employees, from and against all suits or claims that may be based upon any liability of the City, including such that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on City property or in City buildings or facilities. The Permittee shall, at the Permittee's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City and/or its officers and/or its employees in any such action, or actions, the Permittee, at the Permittee's own expense, shall satisfy and discharge the same. The preceding shall not apply to require indemnification by Permittee for any liability, claims, suits, etc., arising from action by officers of the Bethlehem Police Department.

8. Maintenance by Permittee. During the term that the Permittee is using the Premises, as granted by this Permit, the Permittee shall maintain and keep the Premises in a clean and sanitary condition. The City's clean-up and trash hauling costs and cost to repair damage to City property resulting from conducting the event will be invoiced to the Permittee and must be reimbursed to the City of Bethlehem within 30 days of invoicing.

9. Renewal. This Permit shall not automatically renew, unless otherwise agreed to in writing, signed by both Permittee and City.

10. Environmental Protection / Energy Conservation / Compliance with Law. Permittee must at all times incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation. The best management practices would include full and complete compliance with state and/or local regulatory and/or non-

regulatory guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products. Permittee shall fully and completely comply with all Ordinances, policies, rules and/or regulations of the City of Bethlehem, and all state and federal laws, rules and regulations pertaining to the premises utilized herein and the uses thereof, and shall obtain all required permits. City shall have the authority to enforce the ordinances of the City and laws of the Commonwealth of Pennsylvania at the Premises during the term of this Use Permit Agreement.

11. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee.

12. No City Services. Except for services expressly committed under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the licensed property. All services provided to Permittee by City (e.g., clean-up, custodian during events and final day clean-up) shall be for separate consideration or fee to be paid by Permittee to City. All charges are due and must be paid within 30 days.

13. Cancellations. City may, at its sole discretion, and with or without notice, postpone or cancel the exercise by Permittee of the permit granted hereby for causes beyond City's control. Such causes shall include, without limitation, the laws, regulations, acts, demands, or interpositions of any Federal, State or Local Government Agency, acts of God, fire, flood, weather, or any other cause beyond City's control whether similar or dissimilar to the foregoing.

14. Removal of Personalty. At the termination of this permit, Permittee shall remove all of its personal property from the premises and return the premises to its condition existing at the commencement of this permit. On termination, if Permittee fails to return the Premises to its condition existing at the commencement of this Permit, Permittee agrees to pay to the City on demand, all costs incurred by City to return and restore the Premises to its original condition. The Permittee shall remove all personalty from the premises within two (2) days of the termination of this permit, and in the event of failure to do so, City will impose a charge on Permittee for same.

15. Amendment. This Permit Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto.

16. Governing Law, Venue and Limitation of Actions. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Pennsylvania. Any and all civil actions and demands for arbitration by Permittee against the City pertaining to this Agreement and/or anything related thereto shall be subject to the following time limitation: civil actions must be commenced, and demands for arbitration by Permittee must be filed with the American Arbitration Association, within six (6) months of the end of the event, it being the intent of the parties that this provision shall supercede any inconsistent statutory limitation

period. This limitation of action provision shall not however apply to any civil actions and/or demands for arbitration by City against Permittee.

17. Dispute Resolution. For all claims, disputes and actions, City may, at its sole option, either demand and require that the same be litigated in the Court of Common Pleas of Northampton County, or demand and require non-binding mediation under the auspices of and in accordance with the then applicable mediation rules and guidelines of the American Arbitration Association, and/or arbitration in front of a three (3) member arbitration panel under the then applicable Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration panel may be entered in the Court of Common Pleas of Northampton County, Pennsylvania. Election by the City of mediation and/or arbitration shall operate as an automatic stay of any litigation filed by the Permittee. The costs of any mediation and/or arbitration shall be borne equally by the parties.

18. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations, by Permittee against City, Permittee waives and relinquishes any and all claims for consequential damages, damages, revenues, profits for delay and damages for acceleration.

19. Non-Assignable. The Permittee may not assign its interest hereunder, nor may Permittee sublease the premises, without the prior written consent of the City.

20. Termination

A. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party.

B. City may terminate or temporarily suspend this Use Permit Agreement immediately and without prior notice where City determines it requires emergency access to the public property that it cannot otherwise satisfactorily accommodate for its needs or City if deems termination necessary for the health, safety or welfare of the public under paragraph 13 above.

21. Security. If security services will be or are being required, then Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the event and immediately after the event.

22. City Council Approval Required. This Use Permit Agreement is subject to approval and/or ratification by Bethlehem City Council.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Permittee and the City, have caused this Use Permit to be duly executed the day and year first above written.

ATTEST:

Secretary

PERMITTEE:

HOLY INFANCY ROMAN CATHOLIC
CHURCH

By: _____ (SEAL)

1. Name: _____
 2. Title: _____
 3. Certificate of Insurance Naming "City of Bethlehem And Its Officers and Employees" Is Attached: Yes/No
- (NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY CITY UNLESS REQUIRED CERTIFICATE OF INSURANCE IS ATTACHED!!)

ATTEST:

City Controller

CITY:

CITY OF BETHLEHEM

By: _____ (SEAL)

Robert J. Donchez
Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: _____

City of Bethlehem Department Head
Print Name: Jane P. Persa, Acting Director

Certificate of Coverage

Date: 3/28/2016

Certificate Holder
 Roman Catholic Diocese of Allentown
 Secretariat for Temporal Affairs
 P.O. Box F
 Allentown, PA 18105-1538

Covered Location
 Holy Infancy
 312 4th St.
 Bethlehem, PA. 18105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8523	7/1/2015	7/1/2016	Each Occurrence	
					General Aggregate	1,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

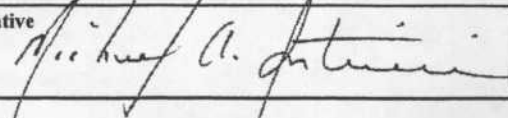
Coverage only extends to the City of Bethlehem for claims arising out of Holy Infancy's Portuguese Heritage Celebration, Annual Block Party and Parade from June 8 thru 20, 2016. Coverage includes host liquor liability.

Holder of Certificate **Cancellation**

Additional Protected Person(s)

 City of Bethlehem, It's Officers and Employees

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative


0206003517

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 6/8/2016
Cancellation Date of Endorsement: 6/20/2016

Certificate Holder: Roman Catholic Diocese of Allentown
Secretariat for Temporal Affairs
P.O. Box F
Allentown, PA 18105-1538

Location: Holy Infancy
312 4th St.
Bethlehem, PA. 18105

Certificate No. 8523 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

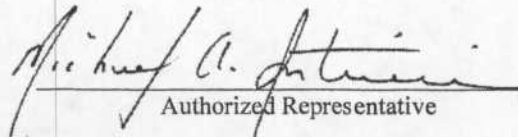
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

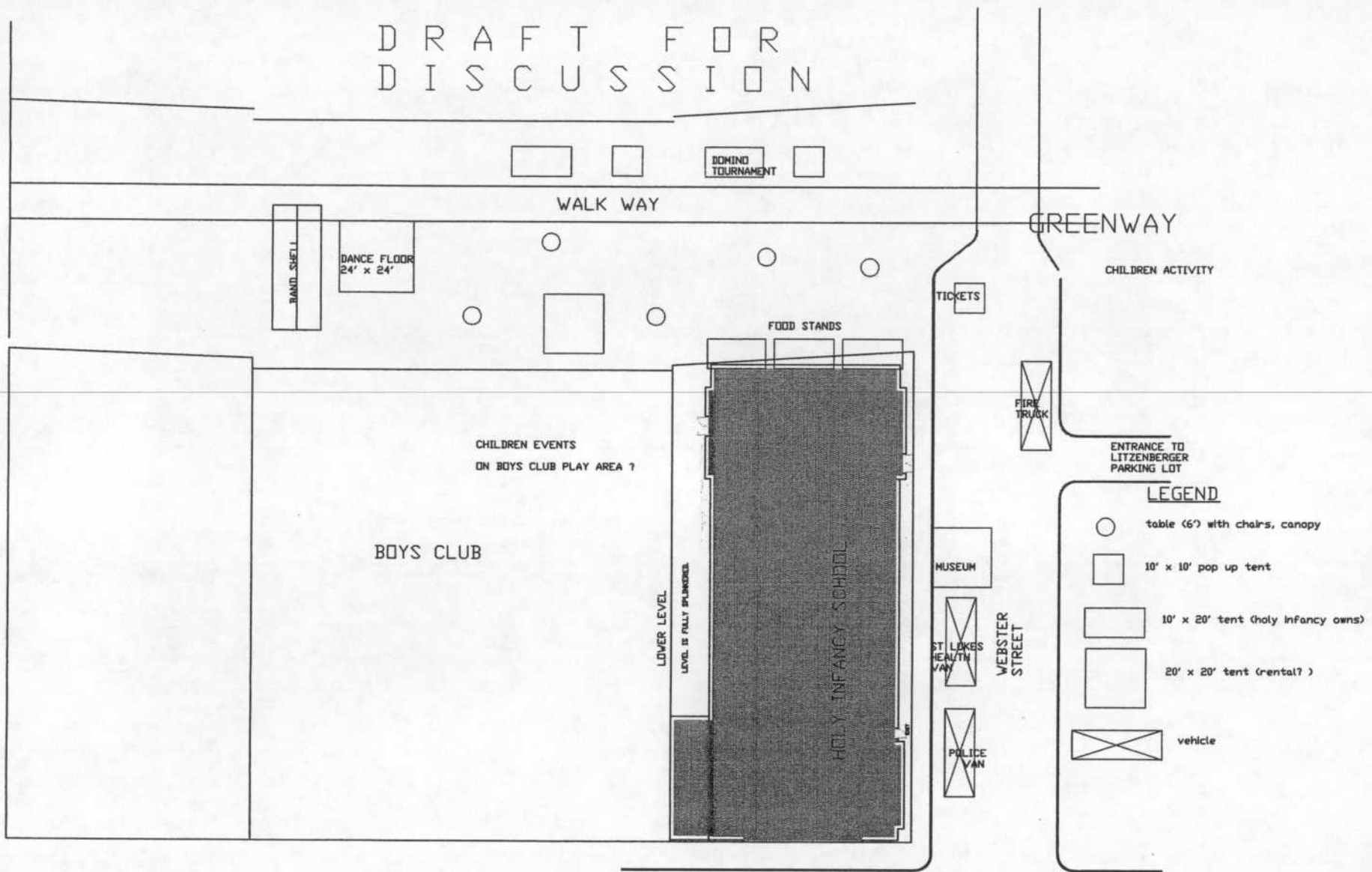
City of Bethlehem, It's Officers and Employees

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to the City of Bethlehem for claims arising out of Holy Infancy's Portuguese Heritage Celebration, Annual Block Party and Parade from June 8 thru 20, 2016. Coverage includes host liquor liability.


Authorized Representative

DRAFT FOR
DISCUSSION



HOLY INFANCY
PORTUGUESE HERITAGE CELEBRATION &
MULTI-CULTURAL FEST
JUNE 10, 11 AND JUNE 17, 18 2016

FOURTH STREET





HOLY INFANCY ROMAN CATHOLIC CHURCH

312 East Fourth Street
Bethlehem, Pennsylvania 18015
Telephone (610) 866-1121

April 4, 2016

Pennsylvania Dept. of Transportation
Engineering Office, District 5-0
1002 Hamilton Street
Allentown, PA 18101

To Whom It May Concern:

Re: Special Event (Parade) in Bethlehem, New Street /Philip J. Fahy Memorial Bridge

Attached for your review and approval are:

1. Special Event Permit (Form TE-300) - this is for a parade from the North Side of Bethlehem to the South Side crossing over the Lehigh River on the New Street Bridge on Saturday June 11, at approximately 10:00 AM.
2. Sketch showing the proposed Route. This has also been submitted to the City of Bethlehem
3. Route/Bridge Restriction (Form M-937R)
4. Certificate of Insurance naming the Commonwealth of Pennsylvania as an additional insured.

If there are any questions I can be contacted at 610 428-0641 (cell).

Thank You.

Joseph B. McCarthy

Business Manager, Holy Infancy

cc- Father Andrew Gehringer, Pastor, Holy Infancy
Ralph Carp, Director, Bureau of Parks, City of Bethlehem
Ms. Tiffany Wells, Traffic Supt, Bethlehem City Police

SPECIAL EVENT PERMIT

Processions, Assemblages, and Special Activities
PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

APPLICANT CONTACT INFORMATION

Contact Name: Joseph Mc CARTHY Title: BUSINESS MANAGER
 Organization: Italy INFANCY Municipal Sponsor Private Sponsor
 Street Address: 312 E. 4th ST City: Bethlehem State: PA Zip Code: 18015
 Phone: 610 866-1121 E-mail: JOSEPHMCCARTHY729@VERIZON.NET Hours: 9 AM - 5 PM

SPECIAL EVENT INFORMATION

1. Special Event Name: PORTUGUESE HERITAGE
2. Special Event Type: Procession Assemblage Special Activity
3. Special Event Purpose/Description (Attach additional sheet if necessary):

PORTUGUESE FLAG RAISING AT CITY HALL,
 FOLLOWED BY PARADE FROM CITY HALL
 TO Italy Infancy School.

SKETCH OF PARADE ROUTE ATTACHED

4. Date of Special Event: From 6/11/16 To -
 a. Alternate Date of Special Event: From NONE To -
5. Time of Special Event: From 10AM To 11AM
 a. Alternate Time of Special Event: From N/A To -

6. County(ies): Northampton

7. Municipality(ies): Bethlehem

8. State Road(s) (List all state roads involved in the special event - Attach additional sheet if necessary):

State Route Number:	State Road Name:	Number of Lanes:	Type of Highway:
	<u>NEW ST BRIDGE</u>		

SPECIAL EVENT INFORMATION (CONTINUED)

9. Approximate number of vehicles in the special event: 10 vehicles

10. Approximate number of pedestrians involved in the special event: 100+ pedestrians

11. Highway will be: Fully Closed Partially Closed Minor Encroachment Other

a. Describe the highway closure and the affect on adjacent properties. (Attach additional sheet if necessary):

CLOSED HEADING SOUTH FOR THE DURATION OF PARADE TO CROSS THE BRIDGE

12. Travel distance of road closure/encroachment: TOTAL ROUTE 1.0 to 1.3 mile

13. Travel distance of the alternate route: NA N/A

NOTE: Alternate route shall not be more than 5 miles longer or 5 times greater in length then the normal travel distance. An alternate route is not required if one of the following conditions exists:

- a. The highway to be closed is not a state route and is primarily used by local drivers who are familiar with an alternate route.
b. The highway is only partially or periodically closed and the vehicle escort service can safely maintain traffic on the remainder of the highway.
c. The highway closing for less than 20 minutes and excessive traffic backup will not occur during closing.

14. Does the special event occur on a freeway: Yes No

The following five (5) questions pertain to the use of a freeway: N/A

a. Please state the reason(s) why this event should use a freeway, including safety aspects to both motorists and event participants. (Explain on a separate attached sheet)

b. Are there a minimum of two lanes of traffic in each direction of flow: Yes No

c. Will the special event move orderly and uniformly along the freeway: Yes No

d. Will the special event use a maximum of one lane of the highway and can the MPT Contractor safely maintain traffic on the remainder of the highway: Yes No

e. Will the delay for traffic entering or leaving the highway at ramps be no more than 5 minutes and can MPT control all delayed traffic: Yes No

15. Notification of Pennsylvania State Police (PSP) (Please Contact Station Commander at Local PSP Barracks):

a. PSP Contact Name: _____ Title: _____ Date: _____

16. Maintenance and Protection of Traffic (MPT): N/A

a. MPT Performed By: BETHLEHEM POLICE TRAFFIC

b. MPT Contact Name: _____ Phone: _____

c. Date MPT requested: From _____ To _____

i. Alternate Date MPT requested: From _____ To _____

d. Time MPT requested: From _____ To _____

i. Alternate Time MPT requested: From _____ To _____

17. Vehicle Escort Service: N/A

a. Vehicle Escort Performed By: BETHLEHEM POLICE TRAFFIC

b. Vehicle Escort Contact Name: _____ Phone: _____

c. Date Vehicle Escort Service requested: From _____ To _____

i. Alternate Date Vehicle Escort Service requested: From _____ To _____

d. Time Vehicle Escort Service requested: From _____ To _____

i. Alternate Time Vehicle Escort Service requested: From _____ To _____

APPLICANT CERTIFICATION, PERMIT CONDITIONS, & SIGNATURES

The applicant shall indemnify, save harmless, and defend (if requested) the Commonwealth of Pennsylvania, the Department of Transportation, and their officers, agents, and employees from any and all claims, suits, or actions for injuries, death and/or property damage arising out of the procession, assemblage, or special activity identified in this permit where the claim, suit, or action was caused by the applicant, its officers, agents, and employees, the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, event communications staffs, the traveling public, general public, or spectators.

A certificate of insurance must be provided showing: (a) public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person and one million dollars (\$1,000,000.00) per occurrence to cover any loss that might occur as a result of the permitted use of the state highways or that might otherwise arise out of or be connected with the event; (b) occurrence-based coverage; and (c) the Commonwealth of Pennsylvania named as an additional insured. The applicant warrants the information in the insurance certificate is accurate.

The event route shall be appropriately secured with proper security and safety measures taken to protect the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, vehicle escort services, maintenance and protection services, the traveling public, event communications staffs, the general public, and spectators. Proper emergency medical services shall be provided. Local fire departments, the general public, and the traveling public shall be notified in advance of the event. Written notification shall be submitted to each municipality notifying the municipality that the event uses state roads and written approval shall be obtained from each municipality granting the applicant permission to hold the event. The applicant shall coordinate and pay for temporary traffic control during the event.

The Department reserves the right to re-open any closed road(s) at any time due to any emergency that may occur which require the use of such roads to safely provide for the movement of traffic through the area.

- I have attached a Certificate of Insurance as described above.
- I have read, understand, and agree to the above terms and conditions.
- I attest that all information in the special event permit application is accurate to the best of my knowledge.

Applicant

Contact Name (Print): JOSEPH Mc CARTHY Title of Contact: Bus. MANAGER

Contact Name (Signature): *Joseph M.Carthy* Date: 4/6/14

Attesting Witness (Print): DIANE JOHNSON Title of Witness: BOOKKEEPER

Attesting Witness (Signature): *Diane Johnson* Date: 4/6/14

Pennsylvania Department of Transportation

District Traffic Engineer (Print): _____

District Traffic Engineer (Signature): _____ Date: _____

District Executive (Print): _____

District Executive (Signature): _____ Date: _____

Actions

1. Complete the Route/Bridge Restriction (M-937R) form and submit it at least ten (10) business days prior to the special event.
2. Notify the Traffic Management Center (TMC) of the special event date.



ROUTE/BRIDGE RESTRICTION

Construction, Maintenance, Bridge and Highway Occupancy Unit(s) must notify the District Permit Office 10 "WORKING" days* (excluding holidays) before prohibiting oversized/overweight vehicles from traveling through restricted area.

Project Information			
<i>(Must be submitted in proper time frame in accordance with the 10 Working Day Rule - See Below)</i>			
Date Prepared: 3/24/16		Prepared By: (PennDOT Representative)	
Contractor Name: (Prime Contractor, Permittee, County Maintenance) HOLY INFANCY CHURCH		Contact: (Contractor ON Approval Contact) JOSEPH MCCARTHY	
Contact: (Contractor 24 Hour Emergency Contact) SAME		Phone #: (Contractor ON Approval Contact No.) 610 428-0641 (C)	
Restriction Type: <input type="checkbox"/> Route <input checked="" type="checkbox"/> Bridge <input type="checkbox"/> Maintenance Project <input type="checkbox"/> HOP <input checked="" type="checkbox"/> Special Event <input type="checkbox"/> Other:		PARADE - CROSSING NEW ST. BRIDGE	
Origin County: (County of Start of Project Location) NORTHAMPTON		Origin Town: (Town of Start of Project Location) BETHEHEM NORTH SIDE	
Destination County: (County of End of Project Location) NORTHAMPTON		Destination Town: (Town of End of Project Location) BETHEHEM SOUTH SIDE	
Start Date: (Date the physical restriction is in place in the field) SAT. 6/11 10:30		End Date: (Date the restriction is to be removed from the APRAS system) SAT 6/11 11:00	
State Route: (If multiple routes, submit multiple forms) NEW ST BRIDGE		Travel Direction: <input type="checkbox"/> North <input checked="" type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West	
From Segment/Offset:		To Segment/Offset:	
Starting Intersection - Closest State or Municipal Road: (Based off of Type 10 Mapping) NEW ST + LEHIGH ST (NORTH END OF BRIDGE)			
Ending Intersection - Closest State or Municipal Road: (Based off of Type 10 Mapping) NEW ST + 3RD ST (SOUTH END OF BRIDGE)			
Project Restriction Details			
Restriction Type: <input checked="" type="checkbox"/> Road Closed <input checked="" type="checkbox"/> Bridge Closed <input type="checkbox"/> Width <input type="checkbox"/> Height <input type="checkbox"/> Length <input type="checkbox"/> Weight			
Project Location Map Attached: <input checked="" type="checkbox"/> Yes			
Please list the maximum measurements that can safely travel through the restricted area below for the project restriction type selected:			
Maximum Length: _____ FT. _____ IN.		Maximum Width: _____ FT. _____ IN.	
Maximum Height: _____ FT. _____ IN.		Maximum Gross Weight: _____ LBS.	

District Permit Office Use Only	
Date Received in Permit Office:	Miscellaneous Restriction ID(s): # _____ # _____
Received and Processed by:	Canned Route(s): # _____ # _____
Confirmation sent: <input type="checkbox"/> Yes <input type="checkbox"/> No	Administrative Message(s): # _____ # _____

* 10 WORKING DAYS: This does not include the day you submit this form to the Permit Unit. The FIRST day that the Restriction would go into effect is on the 11th day, not the 10th day.

Certificate of Coverage

Date: 3/29/2016

Certificate Holder
 Roman Catholic Diocese of Allentown
 Secretariat for Temporal Affairs
 P.O. Box F
 Allentown, PA 18105-1538

Covered Location
 Holy Infancy
 312 4th St.
 Bethlehem, PA. 18105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

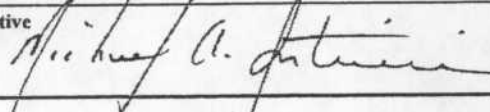
	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability	8523	7/1/2015	7/1/2016	Each Occurrence
	<input checked="" type="checkbox"/> Occurrence				1,000,000
	<input type="checkbox"/> Claims Made				General Aggregate
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
	Excess Liability				Med Exp (Any one person)
					Each Occurrence
					Annual Aggregate
	Other				Each Occurrence
					Claims Made
					Annual Aggregate
					Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends for claims arising out of Holy Infancy's Portuguese Heritage Parade on June 11, 2016 from 10:00 - 11:00 AM.

Holder of Certificate **Cancellation**

Additional Protected Person(s)
 Commonwealth of Pennsylvania

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative


0206003518

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 6/11/2016

Cancellation Date of Endorsement: 6/11/2016

Certificate Holder: Roman Catholic Diocese of Allentown
Secretariat for Temporal Affairs
P.O. Box F
Allentown, PA 18105-1538

Location: Holy Infancy
312 4th St.
Bethlehem, PA. 18105

Certificate No. 8523 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

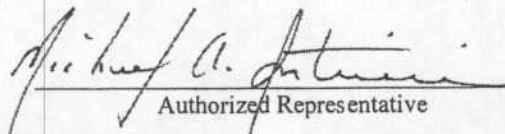
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Commonwealth of Pennsylvania

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of Holy Infancy's Portuguese Heritage Parade on June 11, 2016 from 10:00 - 11:00 AM.


Authorized Representative