

**BOROUGH OF GETTYSBURG
TROXELL COUNCIL CHAMBERS
59 EAST HIGH STREET, GETTYSBURG, PA 17325
COUNCIL WORK SESSION MEETING MINUTES
NOVEMBER 22, 2021**

President Wesley Heyser called the meeting to order at 7:00 PM with the following **Councilors present:** Mr. John Lawver, Mrs. Judith Butterfield, Ms. Patricia Lawson and Mr. Nicholas Redman. Vice President Matthew Moon and Mr. Christopher Berger were absent. **Staff present included:** Borough Manager Charles Gable; Assistant Borough Manager/Secretary Sara Stull; Borough Solicitor Harold Eastman, Barley Snyder; Police Chief Robert Glenn, Parking Manager Rebecca Fissel; Director of Historic & Environmental Preservation Debra English; Planning Director Carly Marshall; Public Works Director Robert Harbaugh and Chad Clabaugh, Borough Engineer, C. S. Davidson, Inc. Mayor Theodore Streeter was absent.

Others present included: Jill Sellers, President of Main Street Gettysburg; Erin Peddigree, Executive Director of Gettysburg Area Recreation Authority (GARA); and Mayor-Elect Rita Frealing, 261 South Washington Street. Representing the press was Jim Hale with the *Gettysburg Times*; and filming by *Community Media-ACCTV*.

Announcements

President Heyser announced an executive session of the Borough Council was conducted immediately following the November 8, 2021 Council Business Meeting consistent with section 708(a)(1), section 708(a)(4) and section 708(a)(5) of the Sunshine Act.

Public Comment – Restricted to Old Business and New Agenda Items (not tabled items).

There was no public comment at this time.

Special Presentation

GARA Update

Erin Pedigree Executive Director gave a presentation (see attached) outlining some of the activities that occurred at the recreation park to include baseball, football, the Heritage Festival, 5K Run and fireworks in July. She explained the income and expenses incurred during the past few years, and pointed out the completed projects and major projects that are needed for the park.

Councilwoman Lawson asked about the possibility of a splash pad at the Rec Park. Director Peddigree responded that they are currently working with the Department of Community and Natural Resources (DCNR) for grants and are seeking input from the community.

Councilman Heyser pointed out that both the Borough's and Cumberland Township's annual contribution is used for the operating expenses. He said that the Borough has included funding in its Capital Improvement Program (CIP) for certain projects such as security cameras, bathroom, and parking lot upgrades.

Councilwoman Butterfield asked about one of the major projects listed to update the youth activity building. Director Peddigree responded that the building belongs to the Gettysburg Fire Department and was used for dining during the fireman's carnivals. The kids play in this building and it would be nice to update the building so that it could be used for kids and Girl Scout programs, etc.

New Business

Interactive Zoning Map

Planning Director Marshall explained the interactive zoning map feature that is now integrated with the current Borough Code that was recently provided by General Code/eCode 360.

Old Business

PBS 2020-7 Converting Public Parking Spaces to Public Parklets

Planning Director Marshall said that the Borough currently has three parklets in use including the Borough, Nerd Herd and the Adams County Arts Council. Borough Council will need to amend the ordinance to continue this program. The Borough has developed a Parklet and Pedlet Toolkit that explains the program and its guidelines (see attached).

Manager Gable pointed out that the Parklet Program was started as an emergency during the COVID-19 Pandemic to help businesses with dining services and entertainment to maintain social interacting.

Councilwoman Lawson said that these parklets are very popular and has noticed people using them often. She asked if this has affected the parking revenue due to the meters that were removed for the parklets.

Manager Gable responded that he does not feel that the Borough is losing revenue due to the parklets noting that people are parking elsewhere to go downtown. He pointed out that the parking garage has not been at 100% capacity so there is availability for people to park in the garage.

Some Councilors noted that some of the parklets are used more than others. Director Marshall said that she does not know yet who will renew their permits for next year. Council members agreed to proceed with a draft ordinance and fee schedule for Council to review early next year.

PBS 2020-1 Special Events

Councilman Heyser discussed with Council solutions to control and contain the costs associated with special events; and would ensure that event organizers would have an accurate cost estimate to prevent conflicts when the final bill costs vary dramatically from estimates. He noted that staffing for the increased security for special events and parades have increased costs. He asked Council members their thoughts on developing fixed routes for parades with varying lengths.

Councilwoman Lawson said that it would be unfair to place the burden on the Borough taxpayers to pay the costs of parades that are generally organized by groups outside the Borough and attended by people throughout the county and beyond.

Councilman Lawver agreed that it would be feasible to develop routes with set fees, but noted that the Borough needs to be flexible with parades that come up occasionally. He pointed out that the police and public works departments know what services are required for parades so that a flat fee could be established to provide to organizers.

Chief Glenny responded that area police departments and volunteers assisting with these events have not charged the Borough in the past, but noted that the Bendersville Police Department submitted an invoice for their assistance at the Halloween Parade.

Councilman Heyser asked Chief Glenn to provide to Council by January what the police department needs for the following parade types: Halloween, Remembrance Day, Memorial Day and Christmas.

Council Members also agreed to review the permitting fees and rules for neighborhood events such as block parties that involve closing a specific block of the street.

Other Business

Councilman Lawver said that the increased use of motorized skateboards and scooters on public streets creates a danger at night and asked Council to develop an ordinance to regulate this usage. Council members agreed and asked Chief Glenn to research and report options at an upcoming meeting.

Public Comment (open to items not on the agenda)

There was no public comment at this time.

President Wesley Heyser adjourned the meeting at 8:40 PM.

Respectfully submitted,

Sara L. Stull
Borough Secretary

GARA

Gettysburg Area Recreation Authority

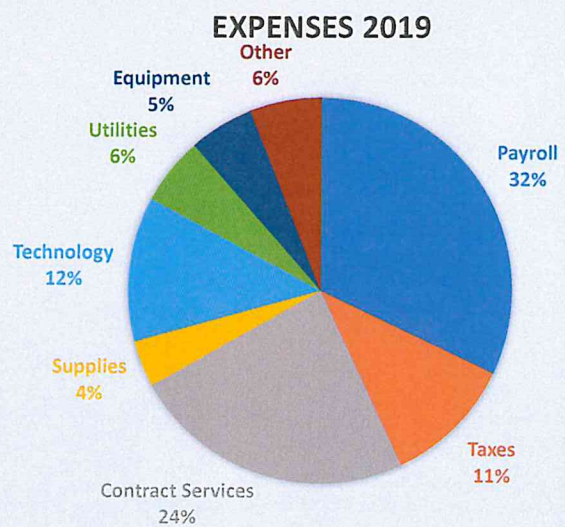
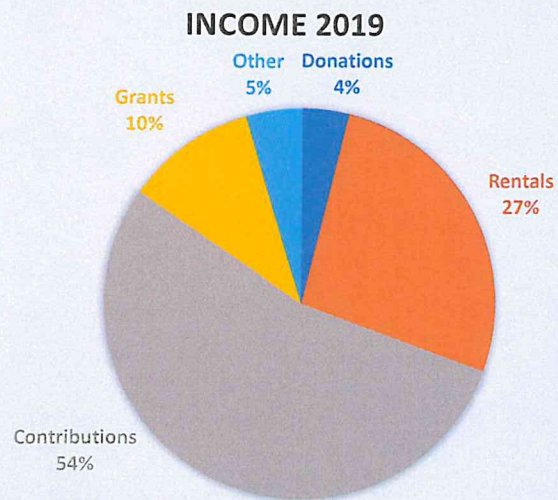
Programs at GARA

- Gettysburg Little League (Summer/Fall Leagues)
- Gettysburg Warriors Youth Football
- Girls Fast Pitch Softball
- Soccer Shots
- Dubb's Karate
- Down Dog Yoga
- Boy Scouts
- Girl Scouts
- Lifeline Screenings
- Alzheimer's Walk
- Heritage Festival
- Linda Kranius 5K Run
- Autism Walk
- Overdose Awareness Walk
- HAPBI Ride for Trails
- Gettysburg Green Gathering
- Juneteenth
- Gettysburg Fourth Fireworks
- Adams County Sports Hall of Fame
- Blood Mobile
- Summer Program

Staff at GARA

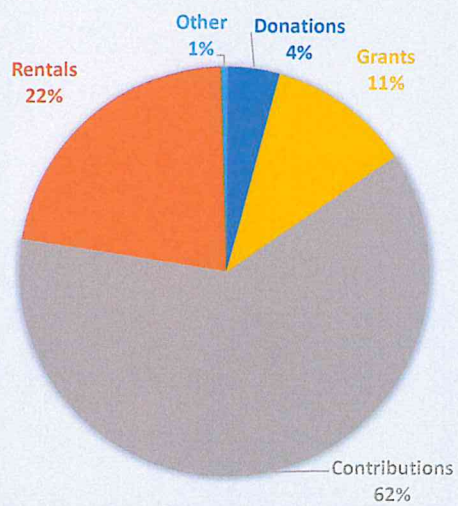
- 1 Full Time Staff (Executive Director)
- 7 Part Time Staff
 - 1 Office Assistant
 - 3 Maintenance Staff
 - 3 Security

2019 Income & Expenses

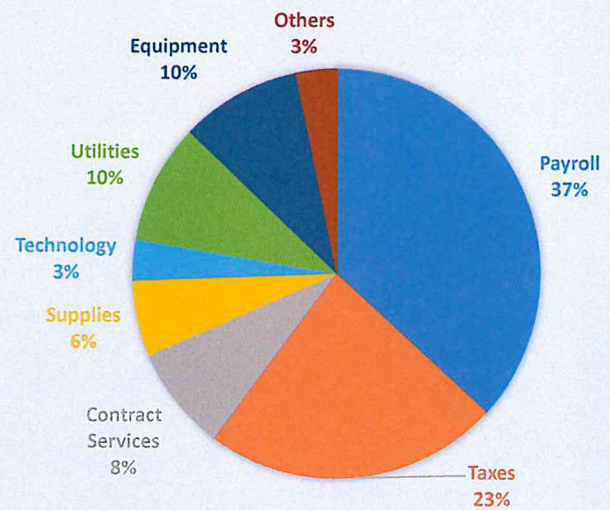


2020 Income & Expenses

INCOME 2020



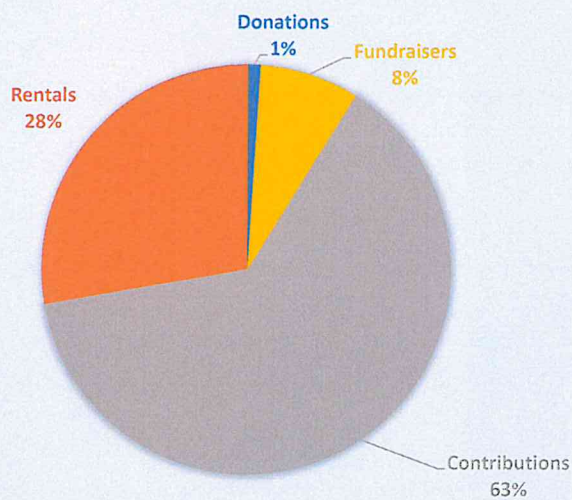
EXPENSE 2020



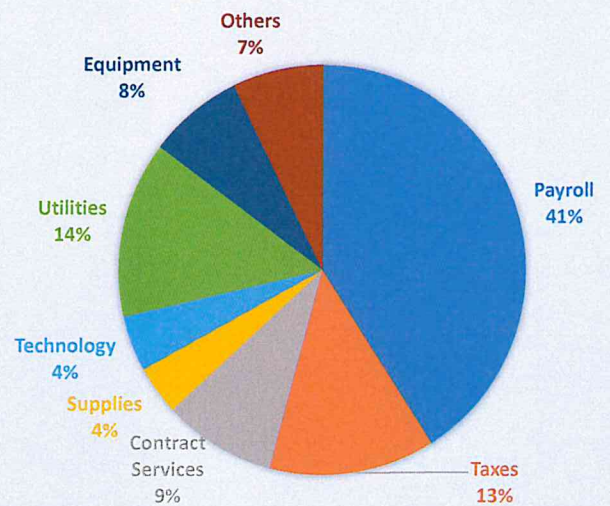
2021 Income & Expenses

as of 10/31/2021

INCOME 2021



EXPENSE 2021



INCOME

	2014	2015	2016	2017	2018	2019	2020
1700 · CONTRIBUTIONS	\$ 72,881.00	\$ 37,159.00		\$ 100.00		\$ 16,000.00	
1700 · CONTRIBUTIONS:1705 · Private Donations			\$ 8,136.25	\$ 5,729.70	\$ 2,180.21	7979.03	\$ 11,037.00
1700 · CONTRIBUTIONS:1705 · Private Donations:1705.01 · KIWANIS PLAYGROUND			\$ 15,640.00	\$ 63,937.59	\$ 100.71	\$ 500.00	
1700 · CONTRIBUTIONS:1705 · Private Donations:1705.02 · PARK MAGNETS						\$ 1,315.72	
1700 · CONTRIBUTIONS:1710 · Government Grants							
1700 · CONTRIBUTIONS:1715 · Concert Series							
1700 · CONTRIBUTIONS:1720 · Municipality Contributions	\$118,547.00	\$121,986.00		\$ 8,200.00	\$ 4,802.31	\$ 4,250.00	\$ 4,250.00
1700 · CONTRIBUTIONS:1725 · Gettysburg Borough			\$ 66,164.00	\$ 66,164.00	\$ 66,164.00	\$ 66,164.00	\$ 80,258.94
1700 · CONTRIBUTIONS:1730 · Cumberland Township			\$ 70,956.42	\$ 66,164.00	\$ 60,000.00	\$ 66,164.00	\$ 80,000.00
1700 · CONTRIBUTIONS:1735 · Ice Rink						\$ 17,700.00	
1700 · CONTRIBUTIONS:1735 · Ice Rink:1735.2 · Ice Rink Income						\$ 1,993.94	\$ 200.00
1700 · CONTRIBUTIONS:1735 · Ice Rink:1735.10 · Ice Rink Loan						\$ 8,750.00	\$ 965.00
1700 · CONTRIBUTIONS:1740 · Adams County Comm. Foundation						\$ 2,500.00	\$ 4,994.42
1710 · DCNR Grants	\$ 51,750.00	\$ 39,071.00	\$ (4,000.00)	\$ 47,875.00	\$ 12,375.00		\$ 25,000.00
1711 · HABPI Trail Study					\$ 15,800.00	\$ 10,900.00	\$ 4,900.00
1703 · UNCODED INCOME	\$ 603.00			\$ 9.44	\$ 57.00	\$ 504.79	
1800 · PROGRAM FEES:1805 · Building Rental			\$ 29,959.46	\$ 20.00	\$ 43,615.10	\$ 45,499.19	\$ 37,910.46
1800 · PROGRAM FEES:1810 · Pavillion Rentals			\$ 5,100.76	\$ 41,410.19	\$ 4,661.81	\$ 4,489.25	\$ 5,280.22
1800 · PROGRAM FEES:1815 · Little League			\$ 7,000.00	\$ 6,409.15	\$ 1,976.14	\$ 3,459.46	\$ 3,362.49
1800 · PROGRAM FEES:1820 · Field Rentals				\$ 5,911.29	\$ 1,200.00	\$ 850.41	\$ 2,233.56
1800 · PROGRAM FEES:1825 · Baseball Tournaments			\$ 240.00	\$ 1,635.00	\$ 2,000.00	\$ 2,650.00	\$ 6,361.08
1800 · PROGRAM FEES:1830 · Men's Softball (Summer)			1040				
1800 · PROGRAM FEES:1850 · Youth Football			\$ 2,800.00	\$ 40.00	\$ 737.12	\$ 2,000.00	\$ 2,789.25
1800 · PROGRAM FEES:1860 · Volleyball			\$ 2,597.00	\$ 5,519.15	\$ 1,277.20	\$ 1,788.96	
1800 · PROGRAM FEES:1875 · Healthy Lifestyle			\$ 25.00				
1900 · SPECIAL EVENTS			\$ 192.02	\$ 1,377.99			
1900 · SPECIAL EVENTS:1910 · Special Events			\$ (1,032.19)	\$ 9.50			
1800 · PROGRAM FEES:1865 · Walking Program					\$ 108.47	\$ 25.00	\$ 10.00
1900 · SPECIAL EVENTS:1915 · Bus Trips				\$ 7,911.46	225.51	\$ 6,647.50	\$ 459.73
1955 · Vending Machines			\$ 345.74	\$ 125.03	8709.6	\$ 186.18	\$ 270.10
49900 · Uncategorized Income		\$ 11,794.00			292.62	491.00	
Total:	\$243,781.00	\$172,851.00	\$205,164.46	\$328,548.49	\$ 226,282.80	\$ 272,808.43	\$ 270,282.25

EXPENSES

	2014	2015	2016	2017	2018	2019	2020
1600 - PAYROLL LIABILITIES							
1600 - PAYROLL LIABILITIES-1610 - FICA Social Security (EE)							\$ 6,791.25
1600 - PAYROLL LIABILITIES-1605 - PA SIT							\$ 3,362.80
1600 - PAYROLL LIABILITIES-1615 - FICA Social Security (ER)							\$ 6,791.25
1600 - PAYROLL LIABILITIES-1605 - Federal Withholding Tax Due		\$ 14,153.93	\$ 14,727.14		\$ 15,900.77	\$ 23,471.40	\$ 1,489.55
1600 - PAYROLL LIABILITIES-1620 - FICA Medicare Tax (Employee)			\$ 6,427.57		\$ 6,261.55	\$ 7,855.00	
1600 - PAYROLL LIABILITIES-1625 - FICA Medicare Tax (Employer)		\$ 1,358.80	\$ 2,587.67		\$ 807.52	\$ 1,088.62	
1600 - PAYROLL LIABILITIES-1630 - PA State Withholding Tax		\$ 227.06	\$ 219.59		\$ 1,079.08	\$ 2,860.67	
1600 - PAYROLL LIABILITIES-1640 - Local Taxes		\$ 90.00	\$ 496.75		\$ 806.77	\$ 1,246.77	
1600 - PAYROLL LIABILITIES-1650 - Local Services Tax			\$ 190.97				
1600 - PAYROLL LIABILITIES-1660 - PA SIT (EE)		\$ 2,191.39	\$ 1,401.15		\$ 3,090.98	\$ 3,090.98	
1600 - PAYROLL LIABILITIES-1660 - PA SIT (ER)		\$ 142.00	\$ 629.77		\$ 0.25	\$ 0.25	
1600 - PAYROLL LIABILITIES-1665 - Federal UI			\$ 100,383.26		\$ 3,194.08		
2100 - SALARIES	\$ 33,908.00	\$ 44,868.00					
2100 - SALARIES-2110 - Administrative Salaries	\$ 69,336.00	\$ 88,102.00	\$ 32,554.86	\$ 38,072.01	\$ 60,203.82	\$ 45,834.22	\$ 41,976.05
2100 - SALARIES-2120 - Service Specialist			\$ 6,198.63	\$ 8,312.07	\$ 7,814.12	\$ 6,481.57	\$ 5,367.60
2100 - SALARIES-2130 - Maintenance			\$ 23,572.40	\$ 27,993.62	\$ 34,608.22	\$ 35,673.77	\$ 38,811.18
2200 - BENEFITS			\$ 2,124.15				
2200 - BENEFITS-2210 - Pension Plan			\$ 1,394.24	\$ 2,496.34	\$ 5,495.00	\$ 5,271.00	\$ 5,520.00
2200 - PAYROLL TAX EXPENSE		\$ 3,525.88	\$ 9,038.00	\$ 10,008.53	\$ 1,883.92		
2400 - CONTRACT SERVICES							\$ 447.05
2400 - CONTRACT SERVICES-2410 - HABITAT TRAIL STUDY PAYMENT				\$ 23,490.00	\$ 3,210.00	\$ 4,900.00	
2400 - CONTRACT SERVICES-2405 - Facility - Building Upgrades				\$ 34,421.36	\$ 55,513.82		
2400 - CONTRACT SERVICES-2410 - Insurance Fees		\$ 7,534.00	\$ 5,886.00	\$ 8,176.00	\$ 4,848.00	\$ 8,345.82	
2400 - CONTRACT SERVICES-2420 - Legal Fees		\$ 369.50		\$ 180.00			
2400 - CONTRACT SERVICES-2440 - Payroll/Tax Accounting		\$ 7,007.68	\$ 5,288.00	\$ 5,706.00	\$ 5,953.00	\$ 6,320.00	
2400 - CONTRACT SERVICES-2450 - Bank Fees		\$ 331.29	\$ 432.70	\$ 354.40	\$ 449.55	\$ 733.77	
2400 - CONTRACT SERVICES-2460 - General Labor		\$ 6,257.15	\$ 18,781.43	\$ 37,54.52	\$ 595.69	\$ 2,940.80	
2461 - AUTHORIZE TRANSACTION FEES				\$ 814.36	\$ 1,165.97		
2500 - SUPPLIES		\$ 101.59				\$ 157.49	
2500 - SUPPLIES-2510 - Office Supplies		\$ 1,435.42	\$ 686.85	\$ 1,036.09	\$ 763.73	\$ 448.73	
2500 - SUPPLIES-2520 - Chemical Supplies		\$ 2,590.38	\$ 1,224.37	\$ 1,719.21	\$ 765.39	\$ 2,140.40	
2500 - SUPPLIES-2525 - Maintenance Supplies		\$ 19,954.73	\$ 19,061.72	\$ 11,046.35	\$ 2,220.31	\$ 3,403.18	
2500 - SUPPLIES-2535 - Program Supplies		\$ 717.82	\$ 3,175.13	\$ 7,024.71			
2500 - SUPPLIES-2540 - Bus Trip Payment			\$ 7,173.50	\$ 6,548.50	\$ 5,860.27	\$ -	
2500 - SUPPLIES-2545 - Ice Run Payroll/2544.19 - Ice Run Lean Payroll				\$ 2,136.56	\$ 8,750.00		
2600 - TECHNOLOGY				\$ 5,360.15			
2600 - TECHNOLOGY-2610 - Telephone Access		\$ 3,893.70	\$ 3,459.98	\$ 3,572.64	\$ 23,900.00	\$ 3,154.70	
2600 - TECHNOLOGY-2620 - Computer/Software		\$ 2,219.23	\$ 272.57	\$ 3,711.81	\$ 1.99	\$ 3,763.35	
2600 - TECHNOLOGY-2640 - Website/Domain		\$ 233.55	\$ 156.99	\$ 155.00	\$ 2,844.25	\$ 236.55	
2600 - TECHNOLOGY-2650 - Copier/Lease		\$ 1,160.50	\$ 1,027.19	\$ 879.05	\$ 4,480.72	\$ 855.36	
2700 - POSTAGE		\$ 95.75		\$ 42.43	\$ 830.21	\$ 191.48	
2700 - POSTAGE-2710 - Regular Mail		\$ 102.99	\$ 164.42	\$ 99.49			
2800 - UTILITIES-2810 - Electric		\$ 13,736.96	\$ 16,324.06	\$ 16,987.28	\$ 10.58	\$ 18,235.28	
2800 - UTILITIES-2820 - Gas		\$ 2,679.01	\$ 2,748.25	\$ 2,856.51	\$ 132.11	\$ 2,531.86	
2800 - UTILITIES-2830 - Water/Sewer		\$ 1,790.12	\$ 3,028.96	\$ 2,783.41	\$ 16,822.53	\$ 2,825.78	
2900 - EQUIPMENT-2905 - KIWANIS PLAYGROUND - PURCHASE			\$ 87,693.00				
2900 - EQUIPMENT-2910 - Equipment Rental		\$ 975.49	\$ 3,175.00	\$ 3,134.74	\$ 8,206.31		
2900 - EQUIPMENT-2920 - Equipment Purchase		\$ 1,413.35	\$ 15,701.68	\$ 11,582.00	\$ 3,104.41	\$ 4,335.52	
2900 - EQUIPMENT-2930 - Equipment Repair		\$ 13,597.04	\$ 7,547.16	\$ 9,717.53	\$ 9,750.82	\$ 10,598.79	
2900 - EQUIPMENT-2940 - Equipment Fuel		\$ 807.86	\$ 1,238.97	\$ 1,572.31	\$ 491.50	\$ 670.86	
3100 - ADVERTISING		\$ 30.00	\$ 110.90				
3100 - ADVERTISING-3110 - Promotional/PR		\$ 3,005.70		\$ 478.74	\$ 15,980.25	\$ 75.00	
3200 - PROFESSIONAL-3210 - Contractors		\$ 305.00	\$ 616.88	\$ 185.73			
3200 - PROFESSIONAL-3220 - Trainings		\$ 65.00	\$ 590.80				
3200 - PROFESSIONAL-3230 - Memberships		\$ 260.00	\$ 335.00	\$ 325.00	\$ 1,032.23	\$ 412.75	
3200 - PROFESSIONAL-3240 - Mail/Enrollment		\$ 179.66		\$ 60.00	\$ 287.50	\$ 82.97	
3300 - MISCELLANEOUS	\$ 38,816.00	\$ 46,717.00		\$ 46.64	\$ 325.00	\$ 636.28	
3300 - MISCELLANEOUS-3310 - Reimbursements		\$ 260.75		\$ 82.00	\$ -	\$ 5,155.66	
3300 - MISCELLANEOUS-3320 - License/Fees		\$ 82.00	\$ 82.00	\$ 355.06	\$ 82.00	\$ 82.00	
3300 - MISCELLANEOUS-3330 - UNEMPLOYMENT COMPENSATION		\$ 82.00	\$ 172.46	\$ 342.29	\$ 464.78	\$ 1,784.80	
Total:	\$174,184.00	\$181,968.00	\$175,626.07	\$416,305.67	\$282,066.81	\$393,403.54	\$251,249.91
Net:	\$ 69,597.00	\$ (9,117.00)	\$ 25,538.39	\$ (87,757.18)	\$ (55,784.01)	\$ (30,595.11)	\$ 19,031.34

Gettysburg Rec Park Completed Projects 2014-2020

- Dog Park
- Kiwanis Playground
- Swope Field Renovation
- South End Parking Lot
- Charlie Sterner Roof Replacement
- North End Playground
- Weikert Field Renovation
- Bicycle Pump Track

DCNR Grant Criteria

- New map of the park (updated from masterplan)
- Green Initiative - Projects that contribute to Pennsylvania's Green Initiative
- Inclusion- Making a park more inclusive for handicapped citizens, people with special needs, and multiple age groups.
- Community Approved – majority of the community sees the benefit of the project.

Major Projects Needed for the Park

- Parking Lots Repaved
- Bathroom Renovations
- Updated Equipment for Maintenance
- Security Cameras
- Swing Sets Replaced
- Field Lights Replaced
- Update Youth Activity Building



Borough of Gettysburg Parklet & Pedlet Toolkit



Image: Seasonal parklet by Shiftspace Design
<https://www.shiftspacedesign.com/portfolio/parklet/>

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Introduction

The Borough of Gettysburg is implementing a parklet/pedlet program to enhance the pedestrian friendliness of Borough streets and encourage people's engagement with the downtown area through the creation of alternative public spaces.

Due to the continuing impact of COVID-19 and the resulting actions of federal, state, county and local governments and agencies relative to precautions and restrictions on businesses, the Borough desires to provide additional outdoor seating and gathering spaces to benefit local businesses, residents, and visitors, and to facilitate social distancing protocols.

The purpose of the following recommendations are to allow businesses, organizations, and restaurants in the Borough of Gettysburg to expand their operational footprint to help meet social distancing requirements and to provide additional accommodations to the downtown area.

This document is subject to change.

Goals of Permitting

The goal of the parklet/pedlet pilot program is to provide space for people to comfortably sit, relax, and enjoy downtown Gettysburg, especially where narrow sidewalks would otherwise preclude such activities. This program is a step towards the enhancement of the public realm using low-cost temporary and movable street furniture.

Program benefits include:

- Transform currently underutilized street parking spaces into vibrant public space
- Support local businesses by activating community corridors
- Foster community interaction, gathering, and social engagement
- Empower more groups and entities to provide pedestrian enhancements that contribute to livability.
- Increase passive or active recreation
- Achieve the above goals while helping businesses meet social distancing guidelines.

Parklet vs. Pedlet



Image: City of De Pere Parklet/Pedlet Guidelines

A **parklet** is a platform located in the parking lane of the street at the same level as the sidewalk. Parklets may be furnished by permittees with benches, planters, tables and chairs, umbrellas, and other decorative elements subject to review by the Borough. Parklets provide additional space and amenities to businesses and the public.

A **pedlet** is a structure that acts as a sidewalk extension beyond the curb line. It is utilized by restaurants, food service businesses, and wineries as a new route for pedestrians in order to permit a patio or seating area adjacent to a building.

Eligible Applicants

Eligible applicants must have the organizational capacity to ensure compliance with parklet/pedlet guidelines and provide daily maintenance. Partnerships are encouraged. Eligible applicants include:

- Neighborhood organizations
- Ground-floor business owners
- Fronting property owners
- Non-profit and community-based organizations
- Others on a case-by-case basis

Businesses, organizations, or property owners that are noncompliant with any Borough Codes or Ordinances at the time of application may be denied a parklet/pedlet permit until such noncompliance issues have been resolved.

Guidelines for Operations

Successful applicants will be required to enter into a Memorandum of Understanding (MOU)/ Parklet/Pedlet Agreement and receive a permit with the Borough of Gettysburg that commits them to the following:

- The parklet/pedlet season shall extend April 1 through November 30, except where inclement weather requires late installation or early removal for safety purposes.
- Parklets or pedlets planned for locations that front properties owned by any party other than the applicant(s) must provide letters of support from property and business owners that front the proposed location.
- Applicants must develop a written maintenance plan that addresses the day to day management of the parklet/pedlet including upkeep, debris removal, garbage clearing, plant pruning/watering, and securing furniture.
- Any electrical connections intended to provide power to the parklet or pedlet must be approved by the Borough.
- Permittees are welcome and encouraged to host events at the parklets, so long as events comply with all existing regulations, and do not create a nuisance in the neighborhood. Examples of parklet events and activities include:
 - Yoga instruction
 - Book Club
 - Kids Activities
 - Concert
 - Pop-up Art Gallery
 - Gardening Workshop
 - Game Night
 - Performance
- Permittees should be prepared to remove their furniture and other property from the parklet with minimum notice in case of extreme weather events, emergency public works, or other unexpected events.
- Signage shall not be permitted on pedlets, other than that which the Borough deems necessary to direct pedestrian traffic.
- Signage on Parklets shall be limited to the following:
 - One sign with maximum size of 18"x18" may be affixed by the Public Works Department on behalf of the applicant at the entrances of the parklet (maximum 2).
 - One a-frame sign meeting the size and permitting requirements of Section 19-109.D of the Borough Code of Ordinances may be placed on the floor of the parklet only and must not obstruct ADA access or circulation on the parklet. Such a-frame sign shall under no circumstances be permitted on the sidewalk, or on elevated structures such as tables, railings, etc. Noncompliance with this section may result in revocation of the ability to utilize a-frame signage for the parklet after one (1) warning from a Borough employee or official.
 - One sign with a maximum size of 4"x6" may be placed on each permittee provided tabletop. Table signs shall not be permitted on any surface or in any location other than on tables provided by the permittee.
 - Absolutely no signs or banners may be hung on the interior or exterior of the parklet except as permitted above.

Guidelines for Operations continued.

- Applicants interested in overhead structures, fabric sails, umbrellas, or other features that may catch wind must provide proof that the structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions.
- Absolutely no objects may be affixed to or hung from perimeter railings or barricade boxes.
- Aside from plantings and landscaping, barricade boxes must remain free from any objects, except those being used by patrons at the time patrons are present at the parklet.

Location Requirements

Generally, parklets and pedlets should be located on commercial corridors and in front of businesses or institutions that generate foot traffic and can maintain and monitor the parklet/pedlet. The Planning and Public Works departments will review proposed parklet/pedlet locations based on the below criteria, as well as their impact on traffic and pedestrian circulation. Additional restrictions may apply.

- If the parklet is located or extends beyond the applicant's property, the applicant must provide documentation of support by property owners fronting the parklet location.
- Parklets/pedlets shall be located in an unrestricted parking lane, parallel to the curb edge, adjacent to the sidewalk.
- Parklets/pedlets should take the space of a minimum of two and a maximum of three on-street parking spaces long (or wide if located on the circle), although both shorter and longer proposals will be considered on a case-by-case basis.
- Only one parklet/pedlet is permitted on each side of one block. Only one parklet/pedlet is permitted in each quadrant of the Square. Applications will be reviewed on a first come-first served basis. In the event that more than one parklet/pedlet is proposed for the same block face or quadrant simultaneously, the Planning and Public Works Departments will use the location requirements to rank the applications and provide that ranking to the Borough Manager to determine what parklets/pedlets are approved.
- Parklets and Pedlets cannot be located on streets with slopes that exceed 5% grade.
- A minimum of 36" ADA accessible entryway to the parklet must be maintained for all parklets/pedlets.
- Parklet/Pedlet shall not impede access to utilities, including but not limited to:
 - Manholes
 - Sewer grates/storm drains
 - Storm drain cleanouts
- The following clearances must be provided:
 - At least five feet of unobstructed clearance to utilities, light poles, street trees, tree pits, parking meters, loading zones or handicapped parking spaces
 - At least 15 feet from any fire hydrant
 - At least 15 feet from any marked crosswalk, or 25 feet from the block corner at intersections without a marked crosswalk

Review & Approval

Borough staff reviews application to:

- A. Determine if application is complete
- B. Determine if application meets requirements
- C. Review aspects related to location, pedestrian circulation, property owner permission, etc.

All decisions shall be in writing. Decisions to deny the application shall state the reasons for denial and provide the applicant information on how to appeal the denial determination to the Borough Council.

Receipt of a permit and execution of the Parklet/Pedlet Memo of Understanding/Agreement in no way guarantees issuance of future permits.

Permits may be revoked at any time if the Permittee does not abide by Borough Guidelines, or any other Borough Code of Ordinances related to the use of the Parklet or Pedlet. Applicants who fail to comply with parklet/pedlet guidelines or who have permits revoked will not be eligible to apply for a parklet or pedlet the following Parklet/Pedlet season.

Removal

The Borough of Gettysburg reserves the right to remove parklets or pedlets in the following instances:

- For unseen safety issues, natural or man-made emergencies, or to accommodate ROW access for emergency repairs
- Construction, utility repairs, or other similar activity
- Alterations to Parklet or Pedlet structure or location without prior approval from the Borough
- Parklet/pedlet permittee is not abiding by Borough guidelines
- Parklet/Pedlet not maintained per maintenance plan
- Discontinuance of required liability insurance
- Nonpayment of parklet/pedlet fees
- Parklet/pedlet poses an unforeseen hazard

The Borough may remove the parklet/pedlet within 48 hours of providing notice to applicant. Any furniture remaining on the parklet/pedlet will be placed in storage, and the applicant will be notified of its location and have five days to pick up the materials from the date of notification. If the applicant does not pick up the materials, the Public Works Department may recycle or discard the materials.

The Borough reserves the right to remove a parklet or pedlet and all materials thereon immediately in the event of an emergency, without prior notice to the applicant.

Insurance Requirements

The Borough of Gettysburg requires Permittees to maintain adequate insurance for parklets and pedlets. The Borough's insurance requirements, listed below, are considered to be industry standards for non-profits and small businesses. It is not intended for these requirements to necessitate the purchase of additional insurance policies. Please consult your insurance provider if you are unsure whether your policy meets the precise specifications below.

When submitting a Certificate of Insurance, make sure that:

- The certificate is issued to the Borough of Gettysburg (59 E. High Street, Gettysburg 17325)
- The name of the insured matches the name of the Permittee
- The certificate states that the parklet, clearly identified by its address or location, is covered by the policy
- The certificate states that the Borough of Gettysburg, its officers, employees, and agents are named as additional insureds on the General Liability Insurance Policy, and that such coverage afforded the Borough and its officers, employees, and agents as additional insureds will be primary to any coverage available to them (see below)

The following is excerpted from the Borough's Parklet/Pedlet Memo of Understanding:

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

- i. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (a) Workers Compensation: Statutory limits

- (b) Employers Liability: \$100,00 each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.

- ii. GENERAL LIABILITY INSURANCE

- (a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability with a \$2,000,000 aggregate.

- (b) Coverage: Premises, operations, blanket contractual liability; personal injury liability products and completed operations; independent contractors; employees and volunteers as insureds; and broad form property damage liability.

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

Certificates on insurance evidencing the required coverage shall be submitted to the Borough of Gettysburg. Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the Borough.

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

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

Timeline

1

Application

Applicants are encouraged to discuss the proposed parklet or pedlet use and location prior to submitting an application. Complete applications can be submitted to the Planning Department at cmarshall@gettysburgpa.gov.

2

Memo of Understanding/Permit Agreement

Upon approval of the application, the Borough will send the applicant a Memo of Understanding regarding the parklet and the maintenance and service required. The applicant must sign the document and submit it to the Borough.

3

Insurance Documentation

Once application has been approved and the Memo of Understanding has been executed, the applicant must provide proof of the required liability insurance. This can be submitted with the Memo of Understanding to complete the application.

4

Construction & Installation (2-3 weeks)

Following the execution of the Memo of Understanding and the receipt of the proper insurance documentation, the Borough will begin constructing the parklet or pedlet. Once Parklet or Pedlet has been installed, there will be a joint inspection by the Borough and the Permittee.

5

Activities

Activate the parklet with events, activities, and amenities throughout the season to attract the public and keep the community involved.

6

Daily Maintenance

The parklet or pedlet will be maintained by the applicant for the duration of the season which will extend to November 30 (weather permitting).

7

Removal

Parklets will remain until November 30, weather permitting. The Borough will begin parklet/pedlet removal in the first week of December.

Exhibit I: Parklet/Pedlet Application

1. Applicant First and Last Name: _____
2. Applicant Email and Phone Number: _____
3. Parklet Sponsor/business (business, organization, property owner, or other entity)

4. Parklet or Pedlet? _____
5. Proposed Parklet/Pedlet Site Address: _____
6. Number of parking spaces to be occupied (min 2)

7. Is the proposed Parklet site located directly in front of the Parklet Sponsor/Business location?

If no, written support from adjacent businesses and property owners must be included as an attachment to this application.

8. Is the proposed Parklet site in an unrestricted parking lane? ____Yes ____No
9. Is the proposed Parklet site on a street with a steep slope (greater than 5%)? ____Yes ____No
10. Is the proposed Parklet site at least 15 feet from any fire hydrant? ____Yes ____No
11. I have read and understand the Parklet/Pedlet Guidelines, including the applicant/permittee roles and responsibilities. ____Yes ____No
12. Include the following materials with your application:
____ Plan/layout for signs, furniture, decorations, or other furnishings to be installed on a Parklet
____ Letters of support from fronting businesses and property owners, if applicable
____ Daily Maintenance Plan

Signature of Applicant

Date

Exhibit II: Sample Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/06/2020																				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																						
PRODUCER AGENCY NAME HERE AGENCY ADDRESS HERE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: NAME OF INSURANCE COMPANY</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>		CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: NAME OF INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																						
INSURER F:																						
COVERAGES CERTIFICATE NUMBER: SAMPLE CERTIFICATE REVISION NUMBER:																						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																						
INTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS															
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Broad Form Property Damage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		POLICY NUMBER HERE	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 UNINSURED TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$															
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$															
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$															
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER HERE	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000															
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Borough of Gettysburg, its officers, employees, and agents, are named named as additional insureds on the General Liability Insurance Policy on a primary basis. All insurance policies provide at least thirty (30) days prior written notice to be given to the Borough of Gettysburg in the event the coverage is materially changes, cancelled, or not renewed. The address of the parklet is (insert address here)																						
CERTIFICATE HOLDER Borough of Gettysburg 59 East High Street Gettysburg PA 17325				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																		

Exhibit III: Parklet/Pedlet Memo of Understanding

The Borough of Gettysburg has established a pilot Parklet/Pedlet Program to temporarily place a parklet in one or more parking spaces in accordance with the Borough's Guidelines. Any Permittee desiring to establish, operate, and maintain a Parklet or Pedlet shall agree to be bound by the special conditions contained in this Exhibit.

1. As-Is Condition of Parklet Location.

- A. At all times, the Parklet or Pedlet location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement.
- B. Permittee acknowledges and agrees what they accept this Permit to enter the Parklet location in its "AS IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the Borough makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Permittee is relying on its own independent investigation of the condition of the Parklet location in entering this Agreement.

2. Maintenance Obligations, Use Restrictions, Approvals

- A. Permittee's Maintenance Obligations. Permittee hereby covenants and agrees to be fully responsible for the costs of operating and maintaining the Parklet as set forth in this Agreement. Permittee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with Chapter 20 of the Borough Code of Ordinances and shall keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets or sidewalks; shall maintain compliance with all guidelines set forth in the Borough of Gettysburg Parklet/Pedlet Pilot Program Toolkit.
- B. Maintenance and Repair Obligations. The Borough shall not be required to furnish any services or facilities to the Parklet, or to make any alterations to the Parklet. The Borough shall not be responsible for any loss or damage to personal property on the Parklet. Permittee assumes sole responsibility for the operation, maintenance and management of the Parklet or Pedlet once constructed and installed. Any repairs needed as a result of damage to the parklet structure shall be made by the Borough at the expense of the permittee, if such damage occurs during the permittee's parklet license period.

- C. Use Restrictions. Permittee agrees that it shall not; permit any use of the Parklet or Pedlet except as specified in this Agreement; permit anything unlawful on the Parklet or Pedlet; permit a public or private nuisance on the Parklet or Pedlet; permit anything that disturbs or damages the surrounding properties; permit commercial advertising of any kind not otherwise permitted in the Toolkit guidelines, or non-commercial advertising of any kind without the advance written approval of the Borough; permit any structures on the Parklet unless specifically permitted by this Agreement; permit illegal drugs on the Parklet location; permit fires on the Parklet; permit personal property to be stored on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet area.
- D. Approvals by Borough. Unless otherwise stated in this Agreement or in accordance with Applicable law, any review, approval, permission, or consent that Permittee is required to obtain from the Borough under this Agreement shall not be valid or effective unless obtained from the Borough's designee. Review, approval, or consent by the Borough under this Agreement does not constitute any review, approval, consent, Permit or permit otherwise required under Applicable Laws by any Borough department, board, council, or official.
3. **Entry on Parklet by the Borough**. The Borough may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or surrounding area. Borough inspections shall not be a representation, guarantee, or warranty by the Borough to Permittee, as to the Permittee's compliance with the terms of this Agreement or Applicable Laws.
4. **Insurance**. At all times during the Terms of this Agreement, the Permittee shall procure and maintain insurance in the types and amounts as specified below. Permittee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the Permit Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Borough. All insurance required herein shall be written on "occurrence" and not a "claims-made" basis.
- i. WORKERS COMPENSATION AND EMPLOYERS LIABILITY
 - (a) Workers Compensation: Statutory limits
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 - ii. GENERAL LIABILITY INSURANCE
 - (a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability with a \$2,000,000 aggregate.
 - (b) Coverage: Premises, operations, blanket contractual liability; personal injury liability products and completed operations; independent

contractors; employees and volunteers as insureds; and broad form property damage liability.

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

Certificates of insurance evidencing the required coverage shall be submitted to the Borough of Gettysburg. Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the Borough.

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

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

5. Indemnification: Release.

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

of them (collectively, including Permittee the “Releasing Parties”) do hereby remise, quitclaim, release and forever discharge, the Borough, its officials, officers, employees, or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the Borough, its officials, officers, employees, or agents, relating in any way whatsoever to any condition on the Parklet location, or relating in any way to Permittees entry onto the Parklet location, or Permittee’s use of the Parklet location. Permittee voluntarily assumes all risk of loss, damage, or injury, including death that may be sustained by the Permittee, its contractors, or invitees, while in, on, or about the Permitted Property. This provision shall survive the expiration or earlier termination of this Agreement.

6. Relocation: Termination of this Agreement.

- A. Relocation. Permittee understands and agrees that it shall, upon request of the Borough, remove property including chairs, tables, furniture, or objects, or the Permittee will be responsible to pay all costs and expenses necessary for the performance of such relocation work.
- B. Termination.
 - i. Both the Borough and Permittee may terminate this Agreement upon thirty (30) days written notice to the non-terminating party at any time, with or without cause. Permittee shall further agree that upon receipt of such notice from the Borough, Permittee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet area to the satisfaction and approval of the Borough within thirty (30) days after receiving such notice. The Borough shall not be liable to Permittee for any compensation, reimbursement, or other expenses related to this Agreement.
 - ii. Permittee agrees that in the event permittee’s property is not removed from the Parklet area and/or if the Parklet area is not restored to its original condition, the Borough shall have the right and privilege, at its option, of removing said property, and restoring the Parklet area to its original condition and in event of the Borough so doing. Permittee shall pay to the Borough, within thirty (30) days written notice or demand, the costs expended by the Borough in such removal and/or restoration.

7. Miscellaneous.

- A. Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. The parties to this Agreement agree to submit to the jurisdiction of the courts, whether federal or state, located in the Borough of Gettysburg, County of Adams, Commonwealth of Pennsylvania.
- B. Assignment. Permittee must not transfer, assign, hypothecate, or sub-permit all or any of its interest under this Agreement without the prior written consent of the Borough. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement may be construed to mean that the Borough gives its consent to Permittee to sub-permit this Agreement to another party.

- C. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Borough and Permittee.
- D. Headings. The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
- E. Survival. Any and all agreements set forth in this Agreement which, by its or their own nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term, shall survive any termination of this Agreement.
- F. Applicable Laws.” Applicable Laws” shall mean all applicable present and future Federal, State and Borough laws, ordinances, orders, rules, regulations, guidelines, and requirements.

PERMITTEE

_____ Signature	_____ Printed Name
_____ Title	_____ Date
_____ Organization	

BOROUGH OFFICIAL

_____ Signature	_____ Printed Name
_____ Title	_____ Date

WITNESS

_____ Signature	_____ Printed Name
_____ Title	_____ Date