

RESOLUTION NO. 2012-64

WHEREAS, the Township of Radnor in cooperation with the Garrett Hill-Rosemont 4th of July Parade Committee has planned a 4th of July Parade on Wednesday, July 4th, 2012; and

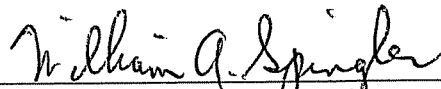
WHEREAS, as part of the Radnor Township 4th of July Parade has been planned using Conestoga Road and Lancaster Avenue between Lowry's Lane and Garrett Avenue; and

WHEREAS, in order to conduct this event, the Pennsylvania Department of Transportation requires the Township to submit an application for the temporary road closing permit for Conestoga Road.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Radnor Board of Commissioners hereby authorize the Township Manager to execute the attached application on behalf of the Radnor Township 4th of July Parade.

RESOLVED by the Board of Commissioners this 18th day of June 2012.

TOWNSHIP OF RADNOR

BY: 
Name: William A. Spingler
Title: President

ATTEST:


Robert A. Zienkowski, Secretary

AGREEMENT NO. _____
FEDERAL ID NO. _____

RACE/PARADE PERMIT AND INDEMNIFICATION AGREEMENT

In consideration of the Commonwealth of Pennsylvania,
Department of Transportation ("Commonwealth") granting
permission pursuant to 67 Pa . Code § 212.701 to the
Township of Radnor,

(Name of Permittee)

a corporation, partnership, municipal government (please
designate appropriate description) whose address is
301 Iven Avenue, Wayne, PA 19087

("Permittee"), to use various state highways, which are
designated on the attached map marked Exhibit "A", and made a
part hereof, for the purpose of conducting the
Garrett Hill 4th of July Parade - 2012 ("Event")

(Insert Name of Race, Parade or Other Event)

to be held in Delaware County County(ies),
Pennsylvania, on Wednesday July, 04, 2012, with the
(Month) (Day & Year)

rain date of _____, _____, 20____, the Permittee,
(Month) (Day & Year)

intending to be legally bound, hereby agrees to indemnify, save
harmless and defend (if requested), the Commonwealth, its
officers, agents and employees from any and all claims, suits or
actions for injuries, death and/or property damage arising out
of such use by the Permittee, its officers, agents and employees,
the Event participants, the support staffs, the Event officials,
volunteers (if any), the Event caravan (if any), medical
support, technical support, media vehicles, Pennsylvania State

Police, sheriffs and local police, escorts, Event communications staffs, the traveling public, the general public and spectators.

The Event shall take place in Pennsylvania and shall begin at 801 Conestoga Road and end at 801 Conestoga Road
(Event Start Location)

_____ . The duration of this permit shall
(Event End Location)

be from 9:00AM through 11:30AM (Eastern Daylight Time) on the day of the Event. This permission is granted upon the conditions that the Event route be properly secured with proper security and safety measures being taken to protect the Event participants, support staffs, Event officials, volunteers (if any), medical support, technical support, media vehicles, Pennsylvania State Police, sheriffs and local police, escorts, Event communications staffs, the traveling public, the general public and spectators; that proper emergency medical services be provided to address emergency medical situations that may occur; that proper police protection be provided and that the Event be coordinated with the Pennsylvania State Police and affected local police agencies; that the general public and the traveling public be notified in advance of the Event; that the local fire departments and emergency ambulance services be notified of the Event; that written permission be obtained from each local municipal entity whose road is being used for the Event; and that the insurance coverage specified hereafter be provided.

The Permittee agrees to the above conditions and the indemnification provisions with the Commonwealth of Pennsylvania. A certificate of insurance is attached as Exhibit "B" and made part hereof as evidence to the Commonwealth of

Pennsylvania, of the existence of public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person, one million dollars (\$1,000,000.00) per occurrence, to cover any loss that might occur as a result of the aforementioned use of the state highways or that might otherwise arise out of or be connected with the Event. The insurance must be occurrence based and the insurance certificate must indicate that the insurance is occurrence based. The Commonwealth of Pennsylvania shall be named as an additional insured on this policy.

In addition, the Permittee agrees to comply with the Provisions Concerning the Americans with Disabilities Act, attached as Exhibit "C" and made part hereof. As used in these Provisions, the term "Contractor" refers to the Permittee.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 -3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Permittee shall comply with, the clause entitled Contract Provisions - Right to Know Law 8 -K-1532, attached as Exhibit "D" and made part hereof. As used in this clause, the term "Contractor" refers to the Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary DATE
of Transportation
or Designee _____
Title

ATTEST:

William A. Spingler 6-18-12
Signature DATE

William A. Spingler, President
Title
(Seal)

(Name of Permittee) *
BY [Signature] 6-18-12
Signature DATE

Robert A. Zienkowski, Secretary
Title

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

Preapproved Form:
OGC No. 18-K-2660
Appv'd OAG 12/15/99

* Permittee must attach copy of resolution or other documentation of signature authority unless signature authority is set by statute.

race parade permit & indemnification agreement---rev'd may 2010.doc