

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA**

**BETTER PATH COALITION
PLANNING GROUP, an unincorporated
association; and KAREN FERIDUN,**

Plaintiffs,

v.

**CITY OF HARRISBURG; and
Hon. WANDA R. D. WILLIAMS,
Mayor, City of Harrisburg,**

Defendants.

Case No. 1:22-cv-00623

**STIPULATION, INTERIM SETTLEMENT AGREEMENT AND
[PROPOSED] STAY ORDER**

Pursuant to Local Civil Rule 83.17, Plaintiffs Better Path Coalition Planning Group and Karen Feridun, and Defendants City of Harrisburg and Wanda R. D. Williams, by and through their undersigned counsel and subject to approval of the Court, hereby stipulate and agree as follows:

WHEREAS, Plaintiffs initiated this action with the filing of a Complaint and Motion for Temporary Restraining Order and Preliminary Injunction;

WHEREAS, by Order dated May 3, 2022, the Court denied Plaintiffs' request for temporary restraining order without prejudice, granted Plaintiffs'

Motion for Expedited Discovery, and set this matter for a preliminary injunction hearing on May 24, 2022;

WHEREAS, the parties conducted a Court-ordered settlement conference before Magistrate Judge Schwab on May 17, 2022; and

WHEREAS, the parties mutually agree to resolve this matter on an interim basis on the terms described below;

NOW, THEREFORE, it is on this ____ day of May, 2022, hereby

ORDERED that:

1. Plaintiffs shall, within seven (7) days of the date of this Order, verify the deposit of \$1,186, representing the total of the City fees and costs at issue in this litigation, into escrow that will be maintained pending the full and final resolution of Plaintiffs' claims, either by judgment on the merits or by final settlement agreement:

a. If Plaintiffs prevail on the merits of their First Amendment challenges to the City of Harrisburg's permitting fees and cost-shifting requirements referenced at Paragraph 32(a), (c) and (d) of the Complaint, the escrowed funds will revert to Plaintiffs;

b. If Defendants prevail on the merits, and the Court upholds the constitutionality of the City of Harrisburg's permitting fees and cost-shifting requirements, the escrowed funds will transmit to the City of Harrisburg and

will satisfy Plaintiffs' obligations to pay such fees and costs in connection with the 2022 Climate Convergence; or

c. If the parties resolve the dispute with a final settlement, the terms of the agreement shall control;

2. Defendants shall approve Plaintiffs' pending permit applications and issue those City permits that authorize Plaintiffs to conduct their planned Climate Convergence events on June 11 and June 12, 2022, without requiring any further permitting fees, costs or other charges;

3. Nothing herein shall require the City to undertake any service or deploy any resource above and beyond the requested services in the pending permit applications at issue;

4. Defendants will design and provide traffic control, including such staffing and equipment the City deems necessary to accomplish road closures and/or necessary traffic controls, for the planned Climate Convergence march on June 12, 2022;

5. Plaintiffs will acquire insurance coverage for the June 11, 2022, Climate Convergence festival at Harrisburg's Riverfront Park; should Plaintiffs prevail on the merits of their First Amendment challenge to the constitutionality of the City of Harrisburg's insurance requirements for the festival, Defendants will reimburse the cost of insurance premiums paid by Plaintiffs up to \$917;

6. City of Harrisburg personnel shall continue to work in good faith with Plaintiffs to resolve any remaining logistical details that must be resolved for the planned Climate Convergence events to go forward on June 11 and 12, 2022.

7. Pursuant to the parties' agreements, Defendants will *not* require, as preconditions on the issuance of permits for the June 2022 Climate Convergence activities, any of the following:

a. Parking space rental fees referenced at Paragraph 32(e) of the Complaint for the June 12 march;¹

b. Reimbursement for police presence at any of the Climate Convergence events;

c. Individualized notice to each residence and business along the planned march route;

d. Insurance coverage specific to the June 12, 2022 Climate Convergence march;

e. Indemnification, assumption of liability, or waiver of liability agreements, other than the insurance coverage to be secured by Plaintiffs for the festival on June 11; and

¹ The City of Harrisburg does not control the operation and collection for metered parking in the City and cannot waive or bag meters for the Saturday events. Parking meters are free on Sunday, including the day of the march.

f. Submission of any traffic control plan beyond the June 12 march plan documents already submitted to City personnel.

8. The Plaintiffs agree they will *not* alter the current march route provided to the City;

9. Over the 90 days following the date of this Order, Defendants will negotiate and coordinate in good faith with Plaintiffs and their counsel on the following:

a. Updating the City of Harrisburg's ordinances related to use of *City parks* to include well-defined, content-neutral and narrowly-tailored provisions consistent with applicable First Amendment law that will govern assessment of permitting fees and terms of insurance or indemnity requirements; and

b. Submitting a proposed ordinance for introduction to the Harrisburg City Council relating to the use of City streets and other public forums for First-Amendment-protected expressive activities, including well-defined, content-neutral and narrowly-tailored provisions consistent with applicable First Amendment law that will govern the calculation and imposition of any costs, fees, insurance and indemnity requirements, and advance-notice provisions.

c. Promulgating interim regulations in a manner consistent with applicable law to clarify the obligations and processes for the City and applicants for use of City streets and other public forums for First-Amendment protected expressive activities, in anticipation of a related ordinance(s) to be proposed for introduction by the City Administration for introduction and consideration of the City Council.

10. Nothing herein is intended or shall be deemed to constitute an admission of the any party, or be used to diminish any claim or defense in this action, or be used, offered or relied upon in any administrative or judicial proceeding for any purpose, other than enforcement of this agreement.

11. Pursuant to the agreement of the parties, Plaintiffs' Motion for Preliminary Injunction and all outstanding discovery demands are hereby deemed withdrawn; and

12. This litigation is STAYED pending further order of this Court.

BY THE COURT:

Hon. Christopher C. Conner, U.S.D.J.

Respectfully Submitted,

Dated: May 20, 2022

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