# **CITY OF VENTNOR**



Application for

## Block Party / Special Event Street Closure

Mayor Lance B. Landgraf, Jr. Commissioner Maria Mento Commissioner Tim Kriebel

City of Ventnor Ventnor City, New Jersey

### **APPLICATION FEE: \$25.00**

Citizens may petition for a temporary street closing for community functions such as block parties or neighborhood festivals. The City of Ventnor welcomes such activities and is prepared to assist you in having a successful event.

1) Please complete the Permit Application and Resident Agreement form, submit them to the City of Ventnor at:

City of Ventnor Donna Peterson, Coordinator Attn: Office of Special Events 6201 Atlantic Avenue – 2<sup>nd</sup> Floor Ventnor, NJ 08406

- 2) Plan your activity in advance. Street closings require a completed petition at least 21 days prior to your event.
- Complete the petition form by acquiring signatures, copy of declaration page from homeowners insurance or renters insurance, and signed hold harmless approving the closure, from 60% of the residents on the affected portion of the street being closed and return it to the City.
- 4) A representative from the City of Ventnor will contact you if your permit is approved, and will guide you as to where to close your street and what equipment to use.

### Block Party / Street Closing Regulations

Requirements for approval of Street closings petition and conditions, which apply upon acceptance of petition:

The City of Ventnor has the authority to approve petitions for street closures, if in their judgment, the street closing will not adversely affect vehicular traffic and will not endanger public safety. The following requirements and conditions must be complied with in the filing of a petition.

Failure to comply with the following conditions could result in the revocation of permission to close your street.

Necessary signature for a petition:

• A petition must be approved by 60% of the residents of the street or the portion of the street to be closed. The City of Ventnor may designate the portions of street to be closed, or left open, and may designate the area from which a petition must be secured. All residents must sign the petition in order to receive approval of the application.

Designation of petitioners contact:

• The person designated on the petition as the petitioners contact shall be the sole person to whom the City of Ventnor shall be responsible for any of its communication. Such person shall be the contact for all those who sign the petition.

### Submittal:

• The petition must be filed with the City of Ventnor at least twenty one (21) days before the requested closing date. All correspondence with the City of Ventnor regarding a street closing shall be addressed to:

City of Ventnor Donna Peterson, Coordinator Attn: Office of Special Events 6201 Atlantic Avenue – 2<sup>nd</sup> Floor Ventnor, NJ 08406 609-823-7919 Office

Review of location:

• The City of Ventnor will review the location of the closing and consider the safe movement of all public safety concerns. Block party permits will not be issued on any major through street, as determined by the Chief of Police or his/her designee.

Barricades and additional equipment and personnel:

- The petition signers must use barricades provided by the City of Ventnor at each end of the street (orblock) being closed. The petition signers will be responsible for receiving, placing, and removing the barricades. Barricade fees: \$10.00 per barricade. Generally it takes between 4 to 6 barricades to close a street.
- All approved road closures for block parties will require the applicant to hire at least one Ventnor City Police Department officer. This will ensure compliance with all specifications/limitations set forth in the approval of the road closure. The hiring process will be in accordance with the VCPD extra duty policy and will require the applicant to contact the third party vendor and complete the hiring process. The hiring of said officer will be determined by the Chief of Police of his/her designee. Contact Jobs4Blue at (877) 425-8330. Minimum is three (3) hours for Safety Officer.
  - The City of Ventnor assumes no liability for the placing or the selection of barricades. The placement of the barricades will be at the discretion of the City of Ventnor Police Department.

Street Access:

- Local access is to be maintained to all properties on the street during the hours of the street closing.
- Emergency vehicles must have access to the street(s) at all times.
- Objects of any kind shall not be placed in the street which would otherwise block access to emergency vehicles and/or hydrants.

Block Party Time of Operation:

### Block parties are only to be conducted between the hours of 9:00 A.M. to 10:00 P.M.

The following items MUST be maintained:

- Emergency vehicles MUST have access to the street(s) at all times.
- Objects of any kind shall not be placed in the street which would otherwise block access to emergency vehicles and/or hydrants. Any items placed in the street must be at the curb not in the middle of the street.
- The City of Ventnor reserves the right to revoke permission to close a street without cause by informing the petitioners street closing agent no less than twenty-four (24) hours in advance of the street closing. If an emergency arises which necessitates that the streets remain open, the twenty-four (24) hour notice requirement will not apply. A failure to comply with any requirement or condition in this document shall be a basis to withdraw permission to close a street.
- Ventnor City Codes: Chapter 156 Noise; Chapter 171 Peace and Good Order
- The signers of the petition will collectively be liable for the expense of cleaning the debris from the street prior to the scheduled re-opening.

### Cleaning of debris:

Prior to the scheduled reopening of a street, the street shall be cleared of all debris to the satisfaction of the authorized representative of the City of Ventnor. If there has been a failure to clear all debris from the right of way and an authorized representative of the City concludes that there is a danger to the passage of vehicular traffic, then the City is authorized to clear the right of way of debris and the signers of the petition waive any notice requirements and any other procedural requirements and remain personally liable for the expense of cleaning up the debris from the street. The waiver is premised upon the necessity to reopen the street expeditiously and to reopen without the debris endangering vehicular traffic. The signers of the petition individually and collectively remain liable in a civil debt action for the expense of cleaning the debris from the street.

### Ventnor City property and equipment:

- All property and equipment belonging to the City of Ventnor and located within and around the closed street is to be treated by the signers of the petition and its invitees with reasonable and due care.
- The signers of the petition assume, individually and collectively, complete and absolute liability for any loss and damage to City property and equipment which may result from any misuse or mistreatment of the property or equipment during the street closing.

### Revocation of permission to close street:

The City of Ventnor reserves the right to revoke permission to close a street without cause by informing the petitioners street closing agent no less than twenty-four (24) hours in advance of the street closing. If an emergency arises which necessitates that the streets remain open, the twenty-four (24) hour notice requirement will not apply. A failure to comply with any requirement or condition in this document shall be a basis to withdraw permission to close a street.



### BLOCK PARTY / STREET CLOSURE PERMIT APPLICATION

APPLICATION FEE: \$25.00	Date of A	oplication:	
Date of Event:	Time:		
Event Type:		(Between 9:00 a.m. and 7	
Description of Event:			
Is this application related to a special eve	ent permit:	_NOYES	
Name of special event:			
Details of Event:			
1: Location of Street / Sidewalk Blockage	e / Closure:		
2: Estimated Number of Participants:			
3: Name of Applicant:	(Must be over 21		
Address:			
Phone Number: ()		umber: ()	
4: Contact Person on Day of Event:			
Address:			
Phone Number: ()	Cell N	umber: ()	
5: City to provide barricades to close str	eet:	′ESNO	
6. Has this event been held in the past?			
Applicant agrees to reimburse the City of Ve rented by the City of Ventnor for use by the a	ntnor for any d	amage to signs or barri	
I acknowledge that the information contained in t knowledge:	his application is	true and complete to the	best of my
Applicant Signature:		Date:	

### **Use of Facilities Agreement**

<u>City of Ventnor</u> a Municipality of the State of New Jersey, hereinafter referred to as "**MUNICIPALITY**", hereby agrees to allow:

(Name of Person(s) or Organization)

hereinafter referred to as "USER", to use the facilities listed below: Name and Location of FACILITY(IES):

hereinafter referred to as "FACILITY(IES)" for \_\_\_\_\_

(State the Purpose)

on the following date(s) and time(s) (Include rain date if applicable):

The above USER shall inspect the described FACILITY (IES) prior to the use of the FACILITY (IES) and report any defective, hazardous, or dangerous conditions found at the FACILITY (IES) to <u>VCPD – Dispatch at 609-822-2101</u> at MUNICIPALITY, and USER shall immediately cease the use of the FACILITY(IES) until such defective, hazardous, or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages, or dangerous conditions upon or adjacent to the FACILITY(IES).

#### Indemnification:

**USER** shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER's** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault or alleged, act, omission or fault or the **USER**. The **USER** will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the **FACILITY** for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

#### Insurance:

Notwithstanding the indemnification and defense obligations of the USER, the USER shall purchase and maintain such insurance and as is appropriate for the type of use and hazards present and as well provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from USER's use of the FACILITY(IES), whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable.

USER shall be required to name the MUNICIPALITY as an "Additional Insured" on the USER's policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, USER shall provide the MUNICIPALITY with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the MUNICIPALITY has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, USER shall be required to provide the MUNICIPALITY with a Certificate of Insurance indicating the continuation of insurance coverage and designating the MUNICIPALITY as an "Additional Insured" for the duration of this agreement. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the automotive listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the USER on

this \_\_\_\_\_, 20\_\_\_\_.

**USER SIGNATURE** 

Print Name

Date

#### (Individual / Group / Contractor)

agrees to release, indemnify, and hold harmless the <u>CITY OF VENTNOR</u> and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

This indemnification and agreement shall apply in all instances whether the **<u>CITY OF VENTNOR</u>** and/or the Atlantic County Municipal Joint Insurance Fund, is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

The USER will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the facility for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Description of Event:		
Location:		
Signature:		
	e of the Individual / Group / Contractor)	
Print Name:	Title:	
Date:		
Witness:	Title:	_
Date:		

### Official use only:

### **Inter-Departmental Acknowledgement:**

Department:	Signature:	Date:
Special Events		
Emergency Management		
Police Department		
Fire Department/EMS		

Notes: \_\_\_\_\_

FEES to be collected:

\$25.00 Application Fee

Barricades/Cones: \$10 per item: Number to be used: \_\_\_\_ = \$\_\_\_\_\_

Job4Blue Detail Officer(s) needed: \_\_\_\_\_ Date paid: \_\_\_\_\_

TOTAL FEES: \$\_\_\_\_\_

Official use only:					
	_ APPROVED		_ DENIED		
SIGNATURE:		DATE:			

### RESIDENTS AGREEMENT STREET CLOSURE / BLOCK PARTY

Event Name:		
Location:		
Date of Closure:	Time Start:	End:

(Note: All residents affected by the closure or use of the street/sidewalk during the event requires signatures and a copy of their declaration page from homeowners insurance or rental insurance and a signed hold harmless agreement.)

Name (Print)	Signature		Address		Phone
	Approve	Disapprove	Declaration	Hold	

	Page	Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone
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Approve	Disapprove	Declaration	Hold	
		Page	Harmless	
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Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature		Address		Phone
	Approve	Disapprove	Declaration	Hold	

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		Page	Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature		Address		Phone
	Approve	Disapprove	Declaration		
			Page	Harmless	

Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

Name (Print)	Signature		Address		Phone	
	Approve	Disapprove	Declaration	Hold		
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Name (Print)	Signature	Address	Phone

Approve	Disapprove	Declaration Page	Hold Harmless

#### INDEMNITY AND HOLD HARMLESS AGREEMENT

Date: \_\_\_\_\_

Name (PRINT):

agrees to release, indemnify, and hold harmless the <u>CITY OF VENTNOR</u>, and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by **City of Ventnor** negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

#### **Indemnification:**

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER. The USER will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the facility for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Event Name:			
Location:			
Date(s):			
Ву:			
	(Authorized Signature of the Individual)		
Print Name:	Phone:		
Business:			
Address:			
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