# CITY OF VENTNOR



## Application for

# Block Party / Special Event Street Closure

Mayor Tim Kriebel Commissioner Maria Mento Commissioner Lance Landgraf

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

- Plan your activity in advance. Street closings require a completed petition at least 21 days prior to your event.
- 3) 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 (or block) 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 Application:

Date of Event:  Event Type:  Description of Event:		(Between 9:00 a.m. and	d 10 p.m.)
Is this application related to a special even Name of special event:  Details of Event:  1: Location of Street / Sidewalk Blockage /	nt permit:	_NOYES	
2: Estimated Number of Participants:  3: Name of Applicant:  Address:  Phone Number: ()	Aust be over 2'	l years of age)	
### Email:  ### Contact Person on Day of Event:  Address:  Phone Number: ()  #### 5: City to provide barricades to close street  6. Has this event been held in the past?	_ Cell N	Number: () YESNO	
Applicant agrees to reimburse the City of Vent rented by the City of Ventnor for use by the application and the contained in this knowledge:	olicant as a r	esult of this application	n.
knowledge: Applicant Signature:		Date: _	

## **Use of Facilities Agreement**

	(Name of Person(s) or Organization)	
hereinafter referred to as "USER", to	o use the facilities listed below: Name and Location	on of FACILITY(IES):
hereinafter referred to as "FACILITY		
on the following date(s) and time(s)	`	te the Purpose)
or dangerous conditions found at the limmediately cease the use of the FACILI	ibed FACILITY (IES) prior to the use of the FACILITY FACILITY (IES) to VCPD – Dispatch at 609-822-2 TY(IES) until such defective, hazardous, or dangerous diately report to the MUNICIPALITY any and all desired.	2101 at MUNICIPALITY, and USER shas conditions are remedied. After the use of the conditions are remedied.
and others working on behalf of the MUNI	defend the MUNICIPALITY, its elected and appointed CIPALITY, from and against any and all claims, lossed ense claims or demands arising out of USER's use of the control of	es, costs, attorney's fees, damages, or inju of the named Facilities, including all suits
damage or injury to any person or person the activities conducted by or caused to FACILITY (IES), participants, or members omission or fault of the USER, its emploontractual relationship with the USER. TOOVID while utilizing the FACILITY for the violators and, if violations continue, the contractor/vendor/permitted organization and memorified and held harmless regard Insurance:  Notwithstanding the indemnification and is appropriate for the type of use and haz of or caused or alleged to have been couser, its employees, agents, volunteers the USER or by anyone for whose acts at USER shall be required to name the Minsurance, and simultaneously with the da Certificate of Insurance indicating that of use and hazards present, has been	s or property, caused or occasioned or alleged to have be conducted by USER, or through any negligence of the public, or through any act, omission or fault or a oyees, agents, volunteers, subcontractors or others the USER will abide by all local, state, and federal hear neir activities. Failure to abide by these health guideling revocation of permission for the use of Ventnor's fare. The City of Ventnor its officials, employed ling any claim for damage, loss, or injury resulting defense obligations of the USER, the USER shall pure tards present and as well provide protection from any assused in any manner from USER's use of the FACIL is, subcontractors or others under the direction, control my of them may be liable.  UNICIPALITY as an "Additional Insured" on the USE elivery of the executed Use of Facilities Agreement, Use the insurance coverage as described in the attached sobtained and that the MUNICIPALITY has been desired.	we been caused by, or on account of, any or alleged negligence in safeguarding the alleged act, omission or fault or alleged act under the direction, control or under an alth directives and CDC guidelines regarding ines will result in the immediate removal actilities and premises by the transgressinges, agents, and volunteers shall be grown such violations.  In the immediate removal actilities and premises by the transgressing from such violations.  In the immediate removal actilities and maintain such insurance and as and all covered claims which may arise out and all covered
damage or injury to any person or person the activities conducted by or caused to FACILITY(IES), participants, or members omission or fault of the USER, its emplocentractual relationship with the USER. TOOVID while utilizing the FACILITY for the violators and, if violations continue, the contractor/vendor/permitted organization. Indemnified and held harmless regard Insurance:  Notwithstanding the indemnification and is appropriate for the type of use and haze of or caused or alleged to have been of USER, its employees, agents, volunteers the USER or by anyone for whose acts as USER shall be required to name the Minsurance, and simultaneously with the dia Certificate of Insurance indicating that of use and hazards present, has been required. On or before the renewal da Insurance indicating the continuation of	s or property, caused or occasioned or alleged to have be conducted by USER, or through any negligence of the public, or through any act, omission or fault or a oyees, agents, volunteers, subcontractors or others the USER will abide by all local, state, and federal hear neir activities. Failure to abide by these health guideling revocation of permission for the use of Ventnor's far The City of Ventnor its officials, employed ling any claim for damage, loss, or injury resulting defense obligations of the USER, the USER shall purchards present and as well provide protection from any agused in any manner from USER's use of the FACIL is, subcontractors or others under the direction, control my of them may be liable.  UNICIPALITY as an "Additional Insured" on the USE elivery of the executed Use of Facilities Agreement, Use the insurance coverage as described in the attached is obtained and that the MUNICIPALITY has been desite of said policy, USER shall be required to provide insurance coverage and designating the MUNICIP, e of insurance and the limits of liability for the insurance	we been caused by, or on account of, any or alleged negligence in safeguarding the alleged act, omission or fault or alleged act under the direction, control or under an alth directives and CDC guidelines regarding ines will result in the immediate removal actilities and premises by the transgressinges, agents, and volunteers shall be grown such violations.  In the immediate removal actilities and premises by the transgressinges, agents, and volunteers shall be grown such violations.  In the immediate removal actilities and maintain such insurance and actilities and maintain such insurance and actilities, whether it is to be used by the lor under any contractual relationship with the immediate for the schedule, and as is appropriate for the type signated as an "Additional Insured" where the MUNICIPALITY with a Certificate of ALITY as an "Additional Insured" for the
damage or injury to any person or person the activities conducted by or caused to FACILITY(IES), participants, or members omission or fault of the USER, its emplocentractual relationship with the USER. TOOVID while utilizing the FACILITY for the violators and, if violations continue, the contractor/vendor/permitted organization indemnified and held harmless regard Insurance:  Notwithstanding the indemnification and is appropriate for the type of use and haz of or caused or alleged to have been of USER, its employees, agents, volunteers the USER or by anyone for whose acts a USER shall be required to name the Minsurance, and simultaneously with the da Certificate of Insurance indicating the continuation of duration of this agreement. The schedulers	s or property, caused or occasioned or alleged to have be conducted by USER, or through any negligence of the public, or through any act, omission or fault or a oyees, agents, volunteers, subcontractors or others the USER will abide by all local, state, and federal hear neir activities. Failure to abide by these health guideling revocation of permission for the use of Ventnor's fare The City of Ventnor its officials, employed ling any claim for damage, loss, or injury resulting defense obligations of the USER, the USER shall purctards present and as well provide protection from any agused in any manner from USER's use of the FACIL is, subcontractors or others under the direction, control my of them may be liable.  UNICIPALITY as an "Additional Insured" on the USE elivery of the executed Use of Facilities Agreement, Use the insurance coverage as described in the attached sobtained and that the MUNICIPALITY has been desite of said policy, USER shall be required to provide insurance coverage and designating the MUNICIP e of insurance and the limits of liability for the insurance under required by law.	we been caused by, or on account of, any or alleged negligence in safeguarding the alleged act, omission or fault or alleged act under the direction, control or under an alth directives and CDC guidelines regarding ines will result in the immediate removal actilities and premises by the transgressinges, agents, and volunteers shall be grown such violations.  In the immediate removal actilities and premises by the transgressinges, agents, and volunteers shall be grown such violations.  In the immediate removal actilities and maintain such insurance and actilities and maintain such insurance and actilities, whether it is to be used by the lor under any contractual relationship with the immediate for the schedule, and as is appropriate for the type signated as an "Additional Insured" where the MUNICIPALITY with a Certificate of ALITY as an "Additional Insured" for the

### **INDEMNITY AND HOLD HARMLESS AGREEMENT**

(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:
Date(s) & Time(s):
Rain Date(s) & Time(s) (if applicable):
Signature:
(Authorized Signature of the Individual / Group / Contractor)
Print Name:        Title:           Date:
Witness: Title:

### Official use only:

## **Inter-Departmental Acknowledgement:**

Department:	Signatur	e:	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 t	to be used: = \$		
Job4Blue Detail Officer(s) needed:	Date paid:		
		TOTAL FEES	: \$
	Official use only:		
APPRO	OVED	[	DENIED
SIGNATURE:			

# RESIDENTS AGREEMENT STREET CLOSURE / BLOCK PARTY

Event Name:						
Location:						
Date of Closure:			Time S	Start:	_ End:	
(Note: All residents affected by declaration page from homeow						their
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	Signature			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	Hold Harmless	1

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

### **INDEMNITY AND HOLD HARMLESS AGREEMENT**

Date:
Name (PRINT):
agrees to release, indemnify, and hold harmless the CITY OF VENTNOR 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 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):
By:
(Authorized Signature of the Individual)
Print Name: Phone:
Business:
Address:
Email:

Date of Birth: \_\_\_\_\_/\_\_\_\_