

### **Special Events Application**

## This page includes all the necessary information required to submit a complete Special Events Application

A Special Events Permit is required for events that:

- Any event that would cause a large number of people to attend.
- Are held on public property or on private property that affects public property.
- Require support and/or resources from the City of North Tonawanda.
- All applications must be completed in-full at least 45 days prior to the event and submitted to the Mayor's Office and Clerk-Treasurer.

Based on the event one or more of the following items are required to complete a submission for an event:

- Signed Hold Harmless Agreement.
- Certificate of Insurance naming the City of North Tonawanda as additional insured and any venue managing partner.
- A statement laying out if the event is individual (ex: block party) or residential (ex: street closure)
- Map of the event location in a City of North Tonawanda Park.
- Map of motorcade route and turn-by-turn directions.
- Map of Garbage/Recycling Tote drop-off placements.
- Detailed plan including placement of tents, stages, or any significant structures

The following documents must be submitted if alcohol will be served at the event:

- Copy of SLA Certificate or Completed SLA Application.
- Copy of SLA Landlord Authorization Form. (This can be submitted at the Mayor's Office)

If food will be sold at this event, one must also apply for a Temporary Food Establishment Permit from the Niagara County Health department and include the permit in the following application:

• Niagara County Temporary Food Establishment Permit.

#### Additional Information:

- ✓ Please include with the application a detailed security plan (if applicable) and an insurance certificate.
- ✓ Please be advised that the Police Chief and/or Fire Chief may require additional Police or Fire Security/Safety. This may result in an additional charge to the event/organizer. The applicant will be notified of any costs prior to final approval.
- ✓ Please provide a site plan/aerial, sketch, drawing, etc. to indicate locations of items related to the proposed event. (This may include but is not limited to street closures, locations of porta johns, stage(s), beer tents, food stands, temporary obstructions, or other)
- ✓ In need of a Park Pavilion? Please visit: <a href="www.northtonawanda.org/parks-recreation">www.northtonawanda.org/parks-recreation</a>

Once the City of North Tonawanda receives and reviews the application, the city will be in contact regarding approval.

### For Use of Municipal Facilities or Property of The City of North Tonawanda By an organization or Business

Name of Organization (if applicable)
Name of Representative/Organizer
Mailing Address
Phone
Email
Requests use of the following: Park, Public Area, Building, or Road
Rooms (if applicable)
□ Other (specify)
Supplies if needed
Other (describe)
$Date(s): \underline{\hspace{1cm}} \Box AM \Box PM: \underline{\hspace{1cm}} \Box AM \Box PM: \underline{\hspace{1cm}} \Box AM \Box PM:$
Please describe activity
DEPARTMENT INFORMATION  Are Street Closures Required? YesNo If Yes, What Streets:
Are street Closures required: 1esno if 1es, what streets:
Are City Garbage Totes Needed? YesNo
Will Any Fire Hydrants Be in Use? YesNo
Will There be Fireworks? YesNo
Does the Event Have Tents? YesNo
Will items be sold at the Event? YesNo
Does the Event Use a City Pavilion or Bandshell? YesNo
Will any Sound Systems be in Use for this Event? YesNo
Will Alcohol be Served at the Event? YesNo
Will Amusement Rides be in Use for this Event? YesNo
Are there going to be Portable Toilets? YesNo
If yes, what company will be supplying them?

Will there be any food venders operating an open flame? YesNo							
If yes, please list names of organizations							
Will you require any city police/fire assistance? YesNo							
Is DPW Support needed? (Barricades Signs, Etc.)? YesNo							
Have you Notified affected Residents and Businesses? YesNo							
If yes, What Comments (if any) have they had?							
It is mutually agreed that only the facilities listed above are to be used by the above-named organization and only for the date(s) and time(s) requested.							
Date Signature of Organization Representative  Remarks							
Note: It may become necessary to displace a group/activity due to unforeseen circumstances.							
**Please attach signed copies of the Facilities Use Agreement/Rules and Regulations and Hold Harmless **Include Insurance Requirements as described in Appendix A							
**Include Map/Area/Diagram of Event Layout							
City Authorization							
Date Signature of The Mayor							
Date Signature of The Clerk/Treasurer							
Insurance Certificate Required □ YES □ NO  Certificate Provided □ YES □ NO							

In consideration of the use of the City facilities or Public Grounds, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the City:

- 1. Grounds and buildings must be kept clean, neat and orderly.
- 2. Organizations must assume responsibility for keeping order while they are using the facilities.
- 3. All costs resulting from careless use of city property or damage to city property will be assessed against the organization.
- 4. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
- 5. The use of tobacco is prohibited in/on city property at all times.
- 6. No one is ever to be permitted on gym floors for athletic purposes unless he/she wears gym shoes or socks.
- 7. Skateboards, rollerblades and similar items may not be used inside any city building.
- 8. All schedules must be completed and approved by the city, and no changes are to be made without the city's approval.
- 9. In case of athletic organizations using the building, a complete list of all members (a roster of members which includes their names and addresses) must be filed with the facilities use request.
- 10. Bicycles, wagons, etc. are not to be taken inside a city building.
- 11. No food or drink is allowed in the gymnasium.
- 12. In case the person in charge is changed, the organization must report that fact in writing immediately to the city.
- 13. In case of an accident resulting in injury to any person or damage to any property, it MUST BE REPORTED immediately to the building representative in charge, or city legal department. All reports MUST be in writing.
- 14. The City reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
- 15. The City may require a **Certificate of Insurance** from the organization, and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
- 16. Groups will be required to enter/exit the city building(s) promptly at the time designated and approved.

#### Appendix A

#### EVENTS AND PUBLIC FACILITIES USE AGREEMENT | RULES AND REGULATIONS

#### Does not apply to individual/residential block parties or street closures

Your assistance and cooperation in following the rules identified below will assist the City in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damage that occurs to City facilities during use or have their building use privileges suspended or discontinued.

### All groups requesting the use of The City of North Tonawanda's facilities or public groups must agree to the following conditions:

- 1. Smoking on City property is not permitted
- 2. Fighting or other violent acts are not permitted on city property
- 3. Any individual or group that damages city property shall be responsible for all costs required for repair. Groups are responsible for reporting items damaged during use.
- 4. Groups are responsible for returning the facilities to the same safe condition in which they were found. This includes desks, chairs, audio visual equipment and athletic facilities (pitching rubber and home plate on the baseball diamonds, volleyball nets. etc.) Nothing will be removed from any building at any time.
- 5. Groups are responsible for providing their own on-site supervision and shall remain with the group until all participants have left the premises. Participants should remain in the area that was approved for their use.
- 6. Groups that have not received proper authorization from the City to use City facilities will not be permitted in/on City properties.

#### 7. Insurance Requirements:

- a. A **Certificate of Insurance** must be obtained with the City of North Tonawanda as the certificate holder on the sponsoring group's liability policy, along with this signed form. The description of the operations box must include the group name and activity.
- b. The liability coverage must not contain any exclusion or restriction of coverage for claims involving New York Labor Law, Employers Liability, Third party over actions, or equivalent.
- c. **Additional Insured:** Coverage in the sponsoring group's Commercial General Liability, Automobile Liability (if applicable), and Umbrella/Excess Liability (if applicable) policies or coverage sections shall be written or endorsed to apply to the following additional insured on a primary and non-contributory basis: "City of North Tonawanda and its employees, volunteers committee members and board members." The Certificate must reference the policy form(s) being used to achieve this additional insured status on a primary and noncontributory basis.
- d. **Certificate of Insurance** must have the required insurance coverage checked ( $\square$ ) below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department. Limits applicable shall be the greater of those indicated below or the amounts carried by the organization requesting use of City facilities:

i.		Occurrence based Commercial General Liability coverage to include bodily injury, personal injury and		
		property damage liability.		
		General Aggregate	\$2,000,000	
		Products & Comp/Ops. Aggregate	\$1,000,000	
		Personal & Adv. Injury	\$1,000,000	
		Each Occurrence	\$1,000,000	
		Fire Damage (any one fire)	\$ 100,000	
		Medical Expense (any one person)	\$ 5,000	
ii.	☐ Sexual Misconduct (Molestation or Abuse) Liability			
		General Aggregate	\$2,000,000	
		Each Occurrence	\$1,000,000	
iii.		Automobile Liability insurance cover	ing all owned, hired and "non-owned" vehicles with a minimum	
	lim	uit of:		
		Combined Single Limit	\$1,000,000	
iv.		Umbrella or Excess Liability		
		Per Occurrence	\$1,000,000	
		Aggregate	\$1,000,000	
v.		Aviation Liability Insurance applicable	e to the use of unmanned aircraft with a minimum limit of:	
		Per Occurrence	\$1,000,000	

#### Hold Harmless Agreement for the City of

#### North Tonawanda, Special Events Permit

By accepting a City of North Tonawanda Special Events Permit, the undersigned permit holder hereby agrees to defend, indemnify and hold harmless the City of North Tonawanda, its officers and employees, against any and all claims. Lawsuits, causes of action, judgments, or other liability, arising from injury to person or property, sustained by any person, association, partnership, corporation, or other entity, arising directly or indirectly from the acts or neglect of the permit holder, its officers, agents, employees, or members, participants, guests, invitees, or persons under the control of the permit holder.

In furtherance of the foregoing indemnification, the permit holder also hereby agrees to provide evidence (in the form of an ACORD certificate of liability insurance) of insurance policies of General Liability and/ or Special Event Liability and Liquor Liability insurance (applicable whenever alcohol is served or sold as part of the permitted event) and agrees to maintain said policies of insurance in force during the course of the permitted event, including the opening date, closing date, set-up date and breakdown date. Said policies of insurance shall protect against liability arising from all matters in connection therewith. Said policies of General Liability and/ or Special Event Liability and Liquor Liability insurance coverage shall each be maintained in the sum of not less than \$1,000,000 per occurrence (or higher at the sole discretion of the City)

The City of North Tonawanda shall be named as an additional insured and certificate holder under the General Liability including any excess/Umbrella Liability policy, and/or Special Event Liability and Liquor Liability insurance policies (with the permitted event being set forth or described in the description of operations box of the certificate of insurance).

At its own expense, the permit holder shall indemnify, defend and hold harmless in any and all causes of action, lawsuits or claims brought against the City of North Tonawanda, its officers or employees.

Name of Permit Holder	Signature	Date

### BLOCK PARTY AND / OR STREET CLOSURE REQUEST

### Required Identification

Name of Orga	anization (if applicable) _		<del></del>
Mailing Addr	ess		
Phone			
Email			
Requests use	of the following: road/str	reet	
Supplies if ne	eded		
Other (describ	be)		
Date(s):	Time(s	): Start	AM □ PM:
Please describ	oe activity		
Will any Soun	nd Systems be in Use for t	his Event? YesNo	
Are there goir	ng to be Portable Toilets?	YesNo	
What compan	ny will be supplying them	?	
-			
Have you No	tified affected Residents a	and Businesses? YesNo	
If yes, What C	Comments (if any) have th	ey had?	
organizer/inc and as the or Tonawanda p kind, which sa	dividual indicated below rganizer/individual, wil property. We also agree th aid city may sustain or in	iding at, North that all members and guests will observe the all assume full financial responsibility for any at to indemnify the City of North Tonawanda cur as a result of the attached approved Facilit loss of any kind in connection therewith.	above regulations and that we, individually and all damages done to City of Northagainst any loss, damage or expense of any
Na	me of Individual	Signature - Requesting Individual	Date
City Authoriz	zation		
Date	Signature of The N	layor	
Date	Signature of The C	llerk/Treasurer	
Insurance Cer	rtificate Required □ YES	□ NO Certificate Provided □ YES □	NO

### PARADE REQUEST APPLICATION

Name of Organization (if	applicable)		<u></u>
Mailing Address			
Phone			<u> </u>
Email			_
Streets that need to be clos	sed		
Where will the staging are	ea be located?		
Supplies if needed			
Other (describe)			
Date(s):	Time(s): Sta	nrt	PM:
Please describe the parade	2		
Parade Detail:			
Will you require any city J	police/fire assista	nce? YesNo	
We estimate the total num	ber of entries to b	pe:	
Please describe other type	s of entries:		
organizer/individual indi and as the organizer/ind Tonawanda property. We kind, which said city may	cated below that a lividual, will asso also agree that to sustain or incur a	g at	regulations and that we, individually all damages done to City of Nortl st any loss, damage or expense of any
Name of Indivi	dual	Signature - Requesting Individual	Date
City Authorization	(m. ) (		
DateSigna	ture of The Mayo:	r	
DateSigna	ture of The Clerk,	/Treasurer	
Insurance Certificate Requ	ired 🗆 YES 🗆 No	O Certificate Provided   YES   NO	



### Vendor requirements for public events

- All tents and sides must be fire resistant and have proper tags or paperwork showing compliance with CPAI-84.
- All electrical cords must be heavy gauge, in proper working condition, and be kept neat to prevent trip hazards.
- All compressed gas cylinders, such as propane, CO2, and helium must be secured to prevent from falling.
- All vendors must have at least 1 working ABC fire extinguisher. The size of your area will determine how many you will need.
- All vendors with fryers and/or griddles must have a type K fire extinguisher in addition to an ABC extinguisher.
- All cooking equipment must be kept clean.
- All electrical and cooking equipment must be kept clear of combustibles.
- All tent and vending areas must maintain clear exit paths.
- All sidewalks, crosswalks, and fire hydrants must be kept clear.
- All tents and membrane structures shall be compliant with the 2020
   International Building Code, including Chapter 31 of The International Fire Code. (Tents and other membrane structures.)



# CITY of NORTH TONAWANDA FIRE DEPARTMENT Mobile Food Vehicles

The following are requirements for **ALL** food trucks/trailers applying for a permit to operate within The City of North Tonawanda.

- All trucks and enclosed trailers shall be subjected to initial fire safety inspections for proper equipment, and flammable gas/liquid storage. All vendors shall also be subject to subsequent unannounced inspections if and when deemed necessary by Fire Dept. Officials.
- All trucks and enclosed trailers that produce grease laden vapors must have a Type 1 hood.NYSFC 609.2
- Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and available for use. All employees working in the vehicle shall be trained in the proper use of the fire extinguishers. Fire extinguishers shall have a current inspection tag validated within the past twelve months or a receipt of purchase within the last twelve months shall be available for inspection. NYSFC 901.6,906.1,906.5,904.11.5 (Cooking),2404.15.5 ("K"),3808.2 (LPG),NFPA 10-07,NFPA 96-08
- 1. Vehicles using a liquid or gas fuel source shall have a minimum 2A:20-B:C fire extinguisher. Vehicles using a solid fuel source shall have a minimum of a 6L Class "K" rated extinguisher for solid fuel.
- 2. Vehicles that have a deep fat fryer shall have a 6L Class "K" extinguisher.NYSFC 904.11.5.2
- 3. In all vehicles it is recommended that there be a 2A:20-B:C and a 6L Class "K" extinguisher located within or attached to the vehicle and near a means of egress. NYSFC 904.11.5
- Only a rubber hose stamped "Approved for LP Gas" used from tank to the attached black pipe that is secured to the vehicle shall be used to transport gas through vehicle to appliances. Copper piping shall NOT be used.NYSFC 3803.1,NFPA 585.9.6.4(a).
- LPG pressure relief valves shall be located within a safe distance away from any ignition source(open flame or generator).
- The main shutoff valves located on or closest to the fuel tanks and sufficient to stop the supply of fuel from all tanks must be clearly marked with the words "PROPANE SHUTOFF VALVE" permanently affixed to the outside of the vehicle in reflective decal material with letters 2" high at minimum.
- A "NO SMOKING" sign next to or directly above the propane cylinder and visible to the public. Such a sign shall be posted with a minimum of 2" lettering. NYSFC 310.3,3807.2
- Shall be equipped with a working Carbon Monoxide Detector that meets standards set forth in NFPA 1192-6.4.6 and equipped with a leak indicator according to NFPA 1192-6.4.8
- **DOT** approved LP tanks must be mounted at a minimum height of 46" above the ground.**DOT** approved rear bumper. The LP tank shall be properly secured prohibiting dropping or otherwise striking against each other or other surfaces.