

# **Town of Irondequoit** **Application for Special Event – Parade/Walk/Run**

## **APPLICATION PROCEDURE**

Completed Applications **MUST** be submitted **4 – 6 WEEKS PRIOR TO REGULAR TOWN BOARD MEETING** (View Schedule at [www.Irondequoit.org](http://www.Irondequoit.org)). The following information **must** be attached to the Application at submittal:

- (1) Letter of Intent
- (2) Required Insurance as per Chapter 194, “Special Events.” A copy of the Town code pertaining to special events and a sample copy of a Certificate of Insurance showing all required insurance information is attached.
- (3) Detailed map of route with written directions from start to finish\
- (4) If applicable, confirmation receipt for rental of Town owned facility (i.e. Camp Eastman).
- (5) Monroe County Approval Letter (for closing of County roads, if necessary). You will need to send a request and map of route to: Tom Cesario, P.E. City Place, Suite 600, 50 W. Main Street, Rochester, New York 14614.
- (6) Confirmation from Regional Transit Authority for bus re-routing, if applicable.

Mail or drop off completed application to the Irondequoit Town Clerk, 1280 Titus Avenue, Rochester, New York 14617.

**INCOMPLETE APPLICATION WILL NOT BE ACCEPTED AND WITH BE RETURNED TO SPONSOR/ORGANIZATION.**

## **REVIEW OF PROCEDURE**

This Application will be reviewed by the Irondequoit Town Clerk and an Irondequoit Police Department representative.

A Police Department representative will contact the sponsor/organization of the event to discuss public safety.

The Police Department will have the authority to approve or reject the Application and will specify its reason(s) to the sponsor/organizer of the event.

A Police Department officer will assess the event and determine the number of police personnel needed.

A Police Department representative will prepare an estimated cost of the chargeback and will present it to the sponsor/organizer of the event.

Chargeback fees will be calculated from the pay scale shown in the current PBA contract. Fee calculations may be discussed to ensure a full understanding of how the fees are derived.

If the event is cancelled less than forty-eight (48) hours from its scheduled start, the sponsor/organizer will be billed for two (2) hours of overtime per for **EACH OFFICER** assigned to the event.

## **FIRE MARSHAL APPROVAL**

(1) A driving lane of at least twelve (12) feet must be kept open within the closed area at all times for emergency vehicles to pass.

(2) Lightweight barricades, which can be easily moved in case of emergency, will be allowed. **NO VEHICLES MAY BE USED AS A ROAD BLOCKING DEVICE.**

Noise levels should be kept at a level in keeping with Town Code, Chapter 160 – Noise. **EXCESSIVE NOISE WILL RESULT IN POLICE ACTION.**

The Town Clerk will notify the Highway Department if barricades are requested. A fee for barricade usage may be incurred.

**Police and Highway Department fees MUST be paid prior to approval of this Application.** Fees will be paid to the Town of Irondequoit.

No fees will be charged for Town or Fire District sponsored events.

This chargeback policy shall apply to private, profit and non-profit organizations. This chargeback policy does not apply to block parties.

FOR TOWN USE ONLY:	APPLICATION FEE RECEIVED: <input type="checkbox"/> YES <input type="checkbox"/> NO	BARRICADE USAGE FEE: \$
	TOWN CLERK APPRIVAL: _____	DATE: / / .
	POLICE APPROVAL: _____	DATE: / / .
	POLICE FEE: \$ _____ RECEIVED: <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE: / / .
	FIRE MARSHAL APPROVAL: _____	DATE: / / .
	COMMISSIONER OF D.P.W. APPROVAL: _____	DATE: / / .

TOWN OF IRONDEQUOIT  
APPLICATION FOR PARADE/WALK/RUN

**A NON-REFUNDABLE FEE OF \$20.00 IS REQUIRED AT THE TIME OF APPLICATION**

TYPE OF EVENT:  PARADE  WALK  RUN

EVENT NAME: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ RAIN DATE: \_\_\_\_\_

PURPOSE OF EVENT: \_\_\_\_\_

NAME OF SPONSOR ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAYTIME TELEPHONE: \_\_\_\_\_ EVENING TELEPHONE: \_\_\_\_\_

CELL #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

TIME OF EVENT: FROM \_\_\_\_\_ TO \_\_\_\_\_

TIME & LOCATION OF ASSEMBLY: \_\_\_\_\_

TIME & LOCATION OF DISBANDMENT: \_\_\_\_\_

NUMBER OF PARTICIPANTS EXPECTED: \_\_\_\_\_ NUMBER OF VOLUNTEER MARSHALS: \_\_\_\_\_

EVENT TO TAKE PLACE:  STREET  SIDEWALK  BOTH

IS AREA TO BE BLOCKED OFF?  YES  NO

IF YES, PLEASE SPECIFY: \_\_\_\_\_

ARE BARRICADES NEEDED?  YES  NO (A FEE WILL BE ASSESSED FOR BARRICADE USAGE)

IF YES, PLEASE INDICATE LOCATIONS WHERE BARRICADES ARE TO BE SET UP: \_\_\_\_\_

ALL AFFECTED RESIDENTS MUST BE NOTIFIED OF EVENT. HAVE YOU NOTIFIED ALL AFFECTED RESIDENTS?

YES  NO IF NO, NUMBER INFORMED: \_\_\_\_\_

PLEASE LIST THE NAMES AND ADDRESS OF ANY RESIDENT OPPOSED TO THIS EVENT, USE A SEPERARE SHEET OF PAPER IF NECESSARY:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

HAVE YOU RECEIVED ROUTE CLEARANCE (IF APPLICABLE) (I.E. REGIONAL TRANSIT AUTHORITY)?  YES  NO

**BUS RE-ROUTING MUST BE CLEARED BY APPLICAT WITH THE REGIONAL TRASIT AUTHORITY**

March 24, 2004

## NEW LOCAL LAW

Chapter 194 entitled "SPECIAL EVENTS"

§ 194-1. Title.

This chapter shall be known and may be cited as the "Special Events Ordinance of the Town of Irondequoit," hereinafter referred to in the chapter as "Special Events" or "Events."

§ 194-2. License required.

- A. No person, organization or group shall conduct, exhibit or cause to be conducted or exhibited any organized activity, including but not limited to, parades, road races, walks, festivals, shows, performances, circuses, outdoor carnivals, medicine shows, acrobatic exhibitions, bazaars or performances or any concession or refreshment stand in conjunction therewith without a license as hereinafter provided. Determinations as to type of activity shall be made by the town clerk, town attorney and the town's insurance agent.
- B. All town sponsored activities are exempt from the licensing requirements of this chapter.
- C. Vendors contracted by the town to vend at town sponsored activities are required to comply with this chapter as it relates to insurance requirements.

§ 194-3. License application; bond.

- A. Any person, organization or group desiring to procure a license is herein required to file with the Town Board a written application for such license upon the form provided by the town.
- B. Such application shall state:
  - (1) The name and address of the applicant and the owner of the site. If a corporation, the state of incorporation and the names and addresses of all officers thereof shall be included. If an outside contractor or concessionaire is involved, all provisions for the installation, housing or residence of employees, take down of rides, concessions, exhibitions, lighting and pertinent devices, including all power sources and ancillary activity, shall be set forth, including the storage and parking of equipment and trucks. Furthermore, any outside contractor shall be required to submit the proper certificate of insurance, and said certificate shall be appended to the application, and said certificates shall meet all the requirements of Subsection D.
  - (2) Provisions made for parking of motor vehicles of patrons and of workers.
  - (3) The scope and nature of advertising for the event sought to be licensed.
  - (4) The period of time for which the license is required, including setup and take-down time. There will be no activity of any nature whatsoever on the licensed site either of preparation and setup, operation of the activity, nor take-down and cleanup time between the hours of 12:00 midnight and 8:00 a.m., under any circumstances.
  - (5) The kind and character of the festival and the lighting, sound and power sources to be used.
  - (6) The place where the festival is to be conducted, with an appropriate map or survey exhibiting all residential lots within one hundred fifty (150) feet of the festival site.
  - (7) The route over which any equipment and/or materials are to be transported to and from the place where the festival is to be conducted.
  - (8) Such other information as may be required by the Town Clerk or Town Board.
- C. Bond. The application shall be accompanied by a performance bond determined by the Town Board and the Town Attorney to the Town of Irondequoit, conditioned upon the strict compliance with the terms of the license, of this chapter and of all laws of the State of New York. It shall indemnify the town against any damage or loss occasioned by reason of such showing, either directly or indirectly. Said bond must be first approved as to form by the Town Attorney before filing with the application.
- D. The application shall be accompanied by an appropriate certificate of liability insurance insuring the licensee and the Town of Irondequoit as more fully described in §194-4.

§194-4. Insurance and Indemnification Requirements.

- A. This section shall apply to:
  - (1) All license applicants as set forth in §194-2.
  - (2) All applicants for non-town sponsored activities held on town grounds.
  - (3) All vendors contracted by the town to vend at town sponsored activities.
- B. The following requirements must be met:
  - (1) For all activities conducted by the town and/or conducted on town grounds:
    - (a) Insurance company(ies) providing coverage(s) must:

- [1] Carry a minimum "B+ VIII" rating from A.M. Best Co.;
- [2] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required; and
- [3] Be admitted to do business in the State of New York.
- (b) For applicant's that are self-insured, proof must be shown of adequate financial responsibility, subject to approval by the town clerk, town attorney and the town's insurance agent.
- (2) For all other activities requiring authorization by the town or requiring permits, the applicant must provide the following:
  - (a) Insurance company(ies) providing coverage(s) must:
    - [1] Evidence of adequate insurance with a financially sound insurance company;
    - [2] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
    - [3] Be admitted to do business in the State of New York.
  - (b) For applicants that are self-insured, evidence of self-insurance with adequate financial responsibility must be provided. Such evidence is subject to approval by the town clerk, town attorney, and the town's insurance agent.
- (3) A minimum of thirty (30) days' advance notice of cancellation or nonrenewal must be given to the Town of Irondequoit, Town Clerk's Office, 1280 Titus Avenue, Rochester, New York 14617
- (4) A certificate of insurance must be in the town's possession a minimum of thirty (30) days prior to the event or first use of town facilities or fields.
- (5) The following coverage's are required:
  - (a) Commercial general liability.
    - [1] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
    - [2] Contractual liability must include coverage for the attached indemnification agreement.
    - [3] The Town of Irondequoit shall be named as an additional insured.
    - [4] If any sports contests or physical activities are involved, the certificate and policy must specifically state "The policy does not exclude liability coverage for bodily injury to participants or athletic participants."
  - (b) Liquor law legal liability (when applicable). If there is to be any involvement on the part of the licensee in the service of alcoholic beverages, the certificate must include a minimum of one million dollars (\$1,000,000.) combined single limit.
- (6) Any certificate of insurance must so state or be accompanied by a statement from the agent verifying that:
  - (a) The agent has the authority to bind coverage and issue a certificate of insurance.
  - (b) The commercial General Liability Insurance Policy does not exclude Bodily Injury Liability Coverage for injury to participants or athletic participants.
  - (c) The policy does cover the Indemnification Agreement with the Town.
- (7) Additional coverage requirements for vendors only are as follows:
  - (a) Workers' compensation.
    - [1] Statutory benefits.
    - [2] Employer's liability. Unlimited for New York State.
  - (b) Disability benefits law coverage: statutory benefits.
- C. Indemnification Agreement. All applicants must sign the indemnification agreement provided by the town.

§ 194-5. Grounds for refusal of license.

The Town Board may refuse to issue a license when, in its judgment, on the basis of findings made from the information provided in the application, such issuance will result in a disturbance of the peace and good order of the town or constitute a nuisance. The Board shall take into particular consideration the proximity of the licensed site to residential areas as well as the impact of noise from the festival itself and its power sources as well as lighting and advertising in addition to all of the matters set forth in the application.

§ 194-6. License fee; term.

- A. The license fee for any license issued under this chapter shall be set in accordance with § 1-18 and shall be paid to the Town Clerk upon the filing of the application.
- B. Each license issued pursuant to this chapter shall be for a period of not more than ten (10) days. A licensee shall be issued but one (1) license hereunder per calendar year.

§ 194-7. Issuance of the license; refund of fee; revocation.

- A. The Town Clerk may, upon filing of the application, the bond and other required data as herein provided and upon payment of the required fee, authorize the issuance of the license for such festival upon such terms and conditions as he or she deems appropriate. All licenses shall set forth in bold print the following: "Noncompliance with any of the terms and conditions herein shall result in the immediate suspension of the activity licensed."
- B. In the event that the license is refused or the event is canceled, the entire fee paid shall be refunded except for twenty-five dollars (\$25.) to cover the administrative expenses of the town in processing the application.
- C. Revocation. The Town Board shall have the right to order the revocation of any license granted hereunder in accordance with Town Law § 137, as amended or changed, upon a finding of a violation of this chapter or of the terms and conditions of the license as issued.

§ 194-8. Penalties for offenses.

Any person, organization or group violating the provisions of this chapter and the license issued hereunder shall be guilty of a misdemeanor punishable as provided in § 1-16. In addition, any and all persons, organizations or group who shall violate any provision of this chapter or who shall omit, neglect or refuse to do any act required by this chapter or the license issued hereunder shall, for each and every such violation and noncompliance, respectfully forfeit and pay a penalty of three hundred dollars (\$300.) in addition to the above. The application of the above penalty or penalties or the prosecution for violation of the provisions of this chapter shall not be held to prevent the enforcement of conditions prohibited by this chapter.



# TOWN OF IRONDEQUOIT

*"Where the land and waters meet." Est. 1839*

Attention: Contractor, Subcontractor, Vendors, and other operating on town property

Here at the Town of Irondequoit, we have an established policy that is applied uniformly to each contractor, subcontractor, service or individual (here after referred to as the "contractor") whose service(s) we utilize. This policy required that each contractor (1) Be adequately insured; meeting or exceeding the limits stated below, (2) Provide us with adequate proof of their insurance coverage; by means of Certificate of Insurance that is current, complete and meets our specifications and (3) Sign a hold harmless agreement; included in our contract or as separate document (see attached). Each contractor must initially provide this information to our main office before they will be allowed to perform any activity owned or managed by the Town of Irondequoit. Once received, reviewed and approved by our main office, the contractor will be given authorization to begin. If the documentation received does not satisfy our stated requirement, the contractor will be made aware and will not be allowed to begin any activity until compliance is met.

**The INSURANCE COVERAGES and limits required:**

<b>General Liability</b>	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$100,000
	Med Exp (Any one person)	\$10,000
	Personal and Advanced Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Op Aggregate	\$2,000,000
<b>Automobile Liability</b>	Combined Single Limit (Ea accident)	\$1,000,000
<b>Excess Liability</b>	Each Occurrence & Aggregate	\$1,000,000
<b>Workers Comp</b>	WC Statutory Limits	\$100,000/\$100,000/\$500,000

**The CERTIFICATE OF INSURANCE** See attached sample

**The HOLD HARMLESS AGREEMENT attached must be agreed to and signed**



# TOWN OF IRONDEQUOIT

*"Where the land and waters meet." Est. 1839*

## INDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Individual or Company Name)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insured's Agent Name & Address	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Insured's Name and Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Company(ies) providing coverage	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR (INSR YVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	X	X			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPCIP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	On G105.2, U28.3 or GS105.2		<input checked="" type="checkbox"/> NO STATI-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	NYS Disability			On DB120.1		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Reference Project or Contract Name  
 Town of Irondequoit is added to the General Liability coverage, including ongoing and completed operations, as Additional Insured on a primary and noncontributory basis.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Town of Irondequoit 1280 Titus Avenue Rochester, NY 14617	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE