



## INCORPORATED VILLAGE OF MALVERNE

### REGULATIONS FOR USE OF PUBLIC PLACES FOR BLOCK PARTIES

#### BLOCK PARTY PERMIT FEE - \$50.00

1. Block Parties have become a tradition in Malverne, and to ensure the safety and well being of all concerned, the Regulations listed below must be strictly adhered to. Additionally, there may be the need to curtail the number of block parties on the same date in heavily traveled areas to eliminate congestion and hazardous situations. This determination will be made by the Police Department.
2. The person(s) signing the application for any of the above events is responsible for ensuring that all conditions are fulfilled and that all residents of the block are made aware of them.
3. Applications for approval by Mayor, or in the absence of the Mayor by the Deputy Mayor, must be received in Village Hall at least thirty (30) days prior to the event as applications have to be reviewed by the Police Department before presentation to the Mayor or Deputy Mayor.
4. Obtain the signatures of all residents on the block involved whether they are/or are not in favor of the block party. (At least 75% of residents must be in favor in order to qualify for approval from the Board of Trustees.)
5. Block Parties are primarily for the benefit of the residents of the block and their families. It is the responsibility of the person(s) designated "responsible for the party" to ensure that minors are supervised at all times and that no uninvited guests are allowed to crash the Block Party.
6. Person(s) designated responsible for Block Party must provide every household on the block with copy of letter of approval from Village whether they are/or are not participating in function, prior to date of the Block Party.
7. All Block Parties may begin no earlier than 10:00 a.m. and shall end no later than 10:00 p.m. at which time all music must end.
8. Remind neighbors of the block party date and the time it will start so as to provide ample time for them to park their vehicles in an accessible location **other than alongside police barricades at intersections.**
9. Police barricades used to prevent through traffic should not be moved or removed until the end of the event. At the end of the event, place the barricades on the grassy area between the curb and sidewalk for pickup by the Public Works Department.  
  
**Please note, it is imperative that no vehicles park alongside the barricades blocking the intersection in case fire or emergency vehicles need to get through. Also, no tables or chairs should be placed in the vicinity of fire hydrants. The roadway must have at least a fifteen (15) foot wide lane free of obstruction to allow emergency vehicles access to the entire block.**
10. No more than one Block Party per year is permitted.
11. Fireworks of any kind are prohibited (display or otherwise). Bicycle riding is prohibited within the confines of the Block Party. Use of mechanical rides and inflatable devices is permitted provided the vendor files a certificate of insurance with the VILLAGE which provides liability coverage with minimum limits of two million dollars (\$2,000,000.00) per occurrence and lists the VILLAGE as an additional insured. Further, any such inflatable device or mechanical ride must be situated to one side of the street and in the middle of the block to ensure that the roadway has at least a fifteen (15) foot wide lane free of obstruction to allow emergency vehicles to access the entire block.
12. Please refrain from very loud music and entertainment.
13. **Do not serve alcoholic beverages to any person under 21 years of age or who appears intoxicated. All alcoholic beverages must be supervised and served by responsible adults. We encourage the availability of non-alcoholic beer and soft drinks.**
14. Adhere to local regulations concerning recycling and garbage disposal.



# INCORPORATED VILLAGE OF MALVERNE

## Insurance Requirements for Use of Facilities

### ORGANIZATION

An organization using the facilities must comply with the Inc. Village of Malverne's Use of Facility Standards. It is suggested that the organization maintain at a minimum the following, giving evidence of same to the Inc. Village of Malverne in the form of a **Certificate of Insurance, copy of the General Liability Declarations Page and copy of the Additional Insured Endorsement and provide 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an AM Best Rating of at least A- IX. **Workers Compensation and NYS Disability is required for any organization that have employees that will be working on the premises.**

#### I. COMMERCIAL GENERAL LIABILITY

Coverage	Occurrence - 1988 ISO or equivalent.
Limits	General Aggregate \$2,000,000 Products-Comp/Ops Aggregate \$1,000,000 Personal & Advertising. Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Damage (Any one Fire) \$ 100,000 Medical Exp. (Any one Person) \$ 5,000
Additional Insured	Inc. Village of Malverne and all appointed and elected officials, employees and volunteers using ISO form CG2005 or equivalent  NOTE: If request involves the request of a LIRR Railroad, the additional insured endorsement must ALSO include: Long Island Railroad and the Metropolitan Transit Authority.
Unacceptable Exclusions	Athletic Participants and Sexual Abuse & Molestation
Mandatory:	If Alcohol is being served, evidence of Host Liquor Liability is required. If alcohol is being sold, evidence of Liquor Law Legal Liability is required.

#### II. UMBRELLA LIABILITY - Recommended

Coverage	Umbrella Form or Excess following form of primary General Liability and Automobile Liability
Suggested Limit	\$2,000,000
Additional Insured	Inc. Village of Malverne and all appointed and elected officials, employees and volunteers

#### III. WORKERS COMPENSATION AND NYS DISABILITY

Statutory coverage is required if the Organization has employees that will be working on the premises.

### INDIVIDUAL/RESIDENT:

The Individual shall provide a copy of their Homeowners or Apartment/renter's Policy Declarations Page – minimum liability limit of \$300,000. Policy shall not exclude the off-premises activities of the insured.

\* The Municipal Board reserves the right to require alternative liability limits when applicable.

\*\* If applicant is going to contract with an outside vendor, the outside vendor must complete the Independent Contractor/Vendor Insurance Requirements and provide the proper certificate of insurance in addition to your certificate of insurance.

**Inc. Village of Malverne**

**Insurance Requirements For Independent Contractors/Vendors of Organizations that are using the Village Facilities**

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The independent contractor/vendor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Malverne and \_\_\_\_\_ (Organization that is contacting with the vendor) on the form of **Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

**NOTE: This agreement is not intended to include the operations of Fireworks or Mechanical Amusements Rides. These operations must be reviewed and approved the Municipal Board.**

**Certificate Holder should read: Inc. Village of Malverne  
99 Church Street  
Malverne, NY 11565**

**I. Workers Compensation and NYS Disability**

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability - Unlimited

**II. Commercial General Liability**

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Fire Damage \$ 50,000
	Medical Expense \$ 5,000

Additional Insured Inc. Village of Malverne, All elected and appointed officials, employees, volunteers, Committee Members and \_\_\_\_\_ (Organization) using ISO Form CG2026 or equivalent.

NOTE: If request pertains to the use of a LIRR Parking Lot, the additional insured endorsement must ALSO include: Long Island Railroad and the Metropolitan Transit Authority.

Extension – Mandatory Aggregate Limits to apply per project.  
Contractual Liability to cover Hold Harmless

Extension – If possible Endorsement showing that this policy is considered primary and non-contributory .  
Waiver of Subrogation in favor of the additional insureds.

Inc. Village of Malverne

**Insurance Requirements For Independent Contractors/Vendors of Organizations that are using the Village Facilities - Page Two of Two**

III. Automobile Insurance

Limit \$1,000,000. Combined Single Limit

If possible:

Additional Insured Inc. Village of Malverne, all elected and appointed officials, employees, volunteers, committee members and \_\_\_\_\_ (Organization)

IV. Umbrella Liability - Suggested

Coverage Umbrella Form, or Excess Follow Form

Suggested Limit \$2,000,000.

Additional Insured Inc. Village of Malverne, all elected and appointed officials, employees, volunteers, Committee Members, and \_\_\_\_\_ (Organization)

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Malverne, all elected and appointed officials, employees, volunteers, committee members, \_\_\_\_\_ (Organization) and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Malverne and the \_\_\_\_\_ (Organization) its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Malverne or \_\_\_\_\_ (Organization). This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature -- for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Please Print Name and Title)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date