

# Milford Recreation City Facilities Use Permit Application and Permitting Process



# **Facilities Use Permitting Process**

# An "Application for the Use of City Facilities" with all required departmental signoffs and insurance shall be submitted to the Recreation Department at least thirty (30) days in advance of the event.

## No event is guaranteed until all requirements are met, and approval is issued.

1) Contact the Recreation Department (203-783-3280) to determine if the date(s) are available.

2) Obtain and complete the "Application for City Facilities Use Form" from the Milford Recreation website: <u>www.milfordrecreation.com</u> > General Info > Policies/Forms.

3) Contact the Public Works Department (203-783-3265) to request electricity, garbage cans, safety fencing, tables/chairs (max. of 10 tables & max. of 30 chairs, if available at location).

4) Contact the Milford Health Department (203-783-3285) for license requirements and health/safety approvals.

5) Contact the Fire Marshal's Office (203-874-6321) if event includes auxiliary tents/structures, electricity/generators, or carnival type games, etc. (charcoal grills/open fires are PROHIBITED).

6) Contact the Milford Police Department (203-878-6551) for security, crowd control, traffic control (the applicant shall be responsible for providing police coverage). If your event is a road race/walk, see special instructions.

7) Sign and notarize attached Indemnity Agreement.

8) Contact an insurance agent to obtain a Certificate of Insurance & Endorsements (see attached Insurance Requirements and Examples to ensure insurance minimums are met).

9) Submit the completed application along with appropriate fees, event set-up diagram, Certificate of Insurance and Endorsements to the Recreation Department, no later than 30 days prior to the event, for final event approval. Submit a digital copy to Bill Garfield via email: <u>bgarfield@milfordct.gov</u>. Hard copies may be delivered to Milford Recreation Department at Parsons Government Complex: 70 West River Street, Milford, CT 06460.

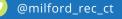
## Applications submitted less than 30 days prior to the event may be subject to a late fee.

## Road Race/Walk Special Instructions:

Organizers of road races/walks shall submit the following information to the Traffic Division of the Milford Police Department. The Traffic Division may be reached at 203-878-5244 or <u>Traffic@milfordct.gov</u> and the required information may be emailed. Be sure to include the following in your correspondence:

- 1. Copy of the required insurance and executed indemnity agreement.
- 2. Letter to Chief of Police stating the following:
  - a. Name of Race/Walk
  - b. Date/Time/Location
  - c. Map of the route, including where volunteers will be posted, water and aid stations
  - d. Start/Finish time, including race day registration time
  - e. Estimated attendance for event
  - f. Number of officers requested/needed (minimum of 1 officer)

Organizers who plan to use the Silver Sands Boardwalk within the boundaries of Silver Sands State Park, must contact Mr. Joseph Maler of CT DEEP at 203-735-4311 or joseph.maler@ct.gov for state approvals.



# **Application for Use of City Facilities**

Applicant:									
CONTACT #1:	CONTAG								
Address:	Address	:							
E-Mail:	E-Mail: _								
Phone:									
Purpose of Event:									
Is this an overnight event? (If yes, please expl									
Dates Requested:	Time(s)	:							
Facility Requested:									
City Green: Center Green	determines i		and/or crowd control, the	e applicant shall be require					
City Green: Green's End		olice coverage at applica							
Duck Pond: City Hall		Will admission/exhibitor fee be charged? If yes,							
Duck Pond: North Street	explain	fee(s) to be cl	harged:	<u></u>					
Eisenhower Park: North Street Lower Field									
Eisenhower Park: Tennis Courts									
Fowler Field Building		Library program room, o							
Fowler Park: Basketball Courts	and soliciting (including asking attendees personal information or to sign atte lists) are prohibited.								
Fowler Park: Rotary Pavilion	Will foo	d or beverage	s be:						
Fowler Park: Tennis Courts	Sold	•	Allowed	None					
Gulf Beach: Beach Area	Will the	ere be food/be	verage vendo	rs?					
Margaret Egan Center	Yes	No	C						
McCann Natatorium	Will the	ere be LP-Gas (	Cooking?						
Milford Lisman Landing		No	0						
Parsons Gov't Center: Gymnasium		ohol be sold/s	erved/allowed	1?					
Parsons Gov't Center: Veterans Memorial Auditorium	Sold	Served	Allowed	None					
Trubee Doolittle Park		o any of the ab							
Walnut Beach: Beach Area	n yes to	bally of the as	iove, piease ez						
Walnut Beach: Casey Pavilion	**Food/bev	erage vendors are req	uired to submit a com	plete temporary					
Walnut Beach: Devon Rotary Pavilion	food permit application to the Milford Health Department 10-working da prior to the event. All food/beverage vendors must meet the Milford Health								
Other:	•	regulations, which are av							

@milfordrecreation



Page 3

# **Application for Use of City Facilities**

#### Applicant: \_

Will there be amplified sound?	Yes	No	Туре:	Live Band	Amplified Music	DJ	PA System
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Amplified sound is allowed Sunday-Thursday from 9am to 8pm and Friday & Saturday from 8am to 10pm. The peace and quiet of the surrounding neighborhoods must not be disturbed by the amplified sound from this event. The police may respond to complaints and determine the reasonableness of the sound. If it is determined that the level of sound is unreasonable, the police have the right to terminate the permit.

#### Please describe set-up and clean-up plans (detailed diagram of set-up must be attached): \_\_\_\_\_\_

#### If you are making Auxiliary Requests for City Facilities, please mark below and explain request:

(Additional fees may apply and not all items available at all locations)

Electricity
Garbage Cans
Restrooms
Safety Fencing
Tables/Chairs - Max. 10 tables and 30 Chairs (if available at location)
Other <sup>.</sup>

Permit must be submitted thirty (30) days prior to the date of the event. All fees payable by cash, money order or bank check. Check shall be made payable to the City of Milford. Cleanup Bond to be paid by separate money order or bank check. Police and Fire to be paid directly to those departments. At least two (2) business days prior to the event the Applicant shall contact the Public Works Department at 203-783-3265 to confirm the availability of any special items that have been requested. The Applicant hereby acknowledges that it has read and will adhere to all applicable rules and regulations. Additional rules and regulations may apply. Please consult the appropriate City Department(s). Any violation(s) of the rules and regulations shall be cause to revoke this and/all other permits of the Applicant. The rules and regulations can be found on the Recreation Department's website, at <u>www.milfordrecreation.com</u>. The City reserves the right to deny an application for any reason, including but not limited to inadequate insurance coverage as determined by the City in its sole discretion. The aforesaid Applicant agrees to provide a Certificate of Insurance and Indemnification Agreement satisfactory to the City of Milford.

(Signature of Applicant)

(Title)

(Organization)

(Date)

(Non-Profit 501c3 Number)

## PLEASE CONTINUE TO NEXT PAGE FOR OBTAINING MANDATORY DEPARTMENTAL SIGN-OFFS.



Page 4

# **Application for Use of City Facilities Departmental Approvals**

### Applicant:

Applications must be approved by the below departments prior to final approval by the Recreation Director.

Fire Department Approval	Police Department	<u>Approval</u>
(Fire Department) (Date) Comments, if any:	(Police Department) Comments, if any:	(Date)
Public Works/Maintenance Approval   Public Works Director) (Date)   Comments, if any:	<u>Health Department</u> (Health Department) Comments, if any:	(Date)
** Additional approval for events held at Lisman Landing ONLY **	Recreation Depar Final Approv Prior to final sign off by the Recreation ensure the following documents are at bgarfield@milfordct.gov: Certificate of I Indemnification Agreement, and Event	<u>al</u> Director, please tached/emailed to Insurance,
(Milford Landing Marina) (Date)		



# **Indemnity Agreement**

Indemnitor:

(name of applicant/organization/event holder):

Event: \_\_\_\_

Event Date(s):

In consideration for permission to hold the above-described event within the territorial limits of the City of Milford on the aforesaid date(s) the above-named INDEMNITOR does hereby indemnify and hold harmless the CITY OF MILFORD for any and all claims for damages or injury to persons or property to the extent of the INDEMNITOR'S insurance coverage as required by the City of Milford which may arise out of the INDEMNITOR'S use of the public places, which are accepted in an "as is" condition.

Indemnification shall include the duty to expend reasonable attorney's fees for the defense of any such claim. Except as to general premises liability, it is understood and agreed that indemnification does not extend to claims for injuries or damages which are caused by the negligence or other misconduct of City officials or employees on the day(s) of the above-described event, and does not extend to any location not under the control of the INDEMNITOR and does not extend to circumstances which are completely unrelated to the activities of the INDEMNITOR. The INDEMNITOR shall provide the City of Milford with a Certificate of Insurance in the amount and form acceptable to the City.

This Agreement shall supersede any and all indemnity or hold harmless agreements previously executed for the above-named INDEMNITOR to be held on the aforesaid date(s) and has been approved by the Milford City Attorney's Office as sufficient to constitute the sole indemnity agreement for the above-described event between the CITY OF MILFORD and the above-named INDEMNITOR.

Dated this day of		2024.					
			INDEM	NITOR:			
In the presence of:			(Name of Applicant / Organization / Event Hold				
		_	Ву:				
			2		ne of Person Signir		
			lts		, duly authori	zed	
				(Title)			
STATE OF CONNECTICUT	)						
)	)	SS.				, 2024	
COUNTY OF NEW HAVEN )	)						
Personally appeared						signer	
()	lame d	of Applicar	nt / Orgar	nization / Event	t Holder)		
and sealer of the foregoing instrument, by _					it's dul	У	
		()	Name of F	Person Signing	)		
authorized and who acknowledged same to	be		fr	ree act and dee	ed, before me.		
		(His/Her	-)				
My Commission Expires:	No	otary Pub	lic Signa	ature:			



Page 6

# **Insurance Requirements for Use of Facilities**

### Insurance requirements for the use of City Facilities have changed effective January 1, 2016.

#### The City now requires limits in the amount of:

General Liability:	\$1,000,000.00 per occurrence
General Aggregate:	\$2,000,000.00
Excess:	\$2,000,000.00

**Please provide your insurance agent with a copy of this notice prior to submitting your Certificate of Insurance to the City.** Certificates of Insurance are required to be submitted to the City of Milford, together with your application for use of the facility, at least <u>thirty (30) days</u> prior to the date of use and must:

1) Identify the City of Milford as a certificate holder.

2) Name the City of Milford and Milford Board Education, its Governing Board, Official, Agents and Employees as additional insureds.

3) Include the language "on a primary, non-contributory basis" and "waiver of subrogation applies in favor of the City of Milford and Milford Board of Education and all other required parties". <u>Copies of the endorsements for the additional insured and primary non-contributory, waiver of</u> <u>subrogation language must be provided.</u>

4) Events where alcoholic beverages will be served / sold must include Liquor Liability coverage with limits \$1,000,000 per occurrence and \$2,000,000 aggregate.

5) Sports Leagues / Camps / Clinics must include Sexual Abuse and Molestation coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

## The City of Milford reserves the right in its sole discretion to require additional insurance.

Samples of insurance <u>requirements</u> can be found on the following pages.





# **Milford Recreation Facility Use Fees**

- **Gulf Beach Parking**
- Walnut Beach Parking



#### Fees:

Fees:

\$5.00 per hour - metered parking per day per car (Walnut Beach only) \$40.00 per day - metered parking per day per car \$250.00 Non-Resident Season Pass - available for purchase at the Milford Recreation Department

Free parking with current Milford Beach sticker. Milford Residents - contact Tax Collector's Office.

For all parking, the City reserves the right, in its sole discretion, to determine if parking is validated. All questions regarding traffic fines shall be directed to the Traffic Division of the Milford Police Department, 430 Boston Post Road, Milford, CT. The Traffic Division is open Monday through Friday 8:30am to 4:00pm.

#### Applications submitted less than thirty (30) days prior to the event may be subject to a late fee.

- City Park, Pavilion, and Field Facilities
- Eisenhower Park Lower Field Fowler Rotary Pavilion The Milford Green Trubee Doolittle Park Walnut Beach Casey Pavilion Walnut Beach Rotary Pavilion

#### \$150.00 per use **Additional Fees:** \$150.00 - Safety fencing (required if alcohol present at event) **Custodial Services:** \$35.00 per hour (Monday through Saturday) \$50.00 per hour (Sunday) \*\* Custodial Requirements: (<100 people) 1 custodian; (101-350 people) 2 custodians; (351-750 people) 3 custodians; (>750 people) 4 custodians \$150.00 - Application late fee **Parsons Veterans'** Fees: \$1,500.00 per use\* (Monday through Thursday) **Memorial Auditorium** \$2,500.00 per use\* (Friday and Saturday) \$2,000.00 per use\* (Sunday) NO hanging signs or posters on \$500.00 Cleaning Fee any walls. NO folding chairs are to \$300.00 Dressing Room Use be brought into the building. \$50.00 per hour - Stagehand / Sound Manager (Monday through Saturday) \$75.00 per hour - Stagehand / Sound Manager (Sunday) \$50.00 per hour - Lighting (Monday through Saturday) Company/Organization limited to \$75.00 per hour - Lighting (Sunday) one (1) event per calendar year. (Cleaning fee subject to additional costs per the evaluation of the Public Works Department) \$500.00 - Application late fee

#### \*\$1,000.00 non-refundable deposit required to reserve date. Deposit will be applied to Use Fee.

For all events, the City reserves the right, in its sole discretion, to determine if staff is required. Additional fees may be charged for necessary city personnel at such staff member's contractual hourly rate.



## CERTIFICATE OF LIARIEITY INSURANCE

DATE (MM/DD/YYYY)

								UE	D	ATE
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL SUR/	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	FER THE CO	OVERAGE AFFORDED	BY TH	IE POLICIES
1	MPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	ct to	the	terms and conditions of	the po ich end	licy, certain lorsement(s)	policies may			
PR	ODUCER:				CONTA NAME:	CT Broker	Contact Nan	ne		
Pr	oducer Information						Contact Pho	DNE FAX (A/C, No	):	
					E-MAIL	ss: Broker	Contact Ema			
						INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE					
INS	SURED				INSURE	RB:				
Ap	plicant Name & Address				INSURE					
<b>'</b>					INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
_ <b>C</b> (	OVERAGES CER	TIFI	CATE	E NUMBER:				REVISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQU PER POLI	IREMI TAIN, CIES	ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRA ( THE POLIC REDUCED BY	CT OR OTHEF IES DESCRIB PAID CLAIMS	DOCUMENT WITH RESI	PECT TO	WHICH THIS
	R ITPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	ITS	4 000 000
A	CLAIMS-MADE CCUR			Policy Number		Effective /	Expiration	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
	x Liquor Liability	x	x			Da	tes	MED EXP (Any one person)	\$	
			<b>^</b>					PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- LOC							PRODUCTS - COMP/OP AGO	i \$	2,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
								BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident)	t) \$ \$	
									\$	
	X   UMBRELLA LIAB   X   OCCUR							EACH OCCURRENCE	\$	2,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	<u>E \$</u>	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	- \$	
City as Mil No (1)	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC y of Milford, its governing board, officials additional insureds on a primary non-co ford and all other required parties. te: Endorsements for Additional Insured, F Liquor Liability is required only when lin	s, ago ntribo Prima	ents a utory <i>ry/No</i>	and employees and all othe basis on all policies. Waiv n-Contributory and Waive	er partio er of su	es as are requisition ap	uired by cont oplies in favo	ract are named r of the City of		
					0.0.01					
CE	ERTIFICATE HOLDER				CANC	ELLATION				
	City of Milford 0 West River Street							ESCRIBED POLICIES BE IEREOF, NOTICE WILL		

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Milford CT 06460

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	Ξ
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Name Of Additional Insured Person(s) Or Organization(s):
City of Milford, its governing board, officials, agents and employees and all other parties as are required by contract 70 West River Street Milford, CT 06460
SAMPLE
Information required to complete this Schedule, if not shown above will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - **1.** In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

However:

- **1.** The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### SCHEDULE

Name Of Person(s) Or Organization(s):

City of Milford, its governing board, officials, agents and employees and all other parties as are required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# SAMPLE