

City of Milford, Connecticut

-Founded 1639 70 West River Street - Milford, CT 06460-3317
Tel 203-783-3280 Fax 203-783-3284
www.milfordrecreation.com

Procedure Outlining the Permit Process for the Use of City Facilities

An "Application for the Use of City Facilities" shall be made in writing to department responsible for the facility (see page 2) at least thirty - (30) days in advance of the event.

- 1. Contact the department responsible for the requested facility to determine if the date(s) are available. (see page 2.)
- 2. Obtain and complete an "Application for the Use of City Facilities" from said department or from the City's website at www.ci.milford.ct.us in Document Center under General Documents http://www.ci.milford.ct.us/files
- 3. Contact your insurance agent to obtain a **Certificate of Insurance & Endorsements** (see attached Insurance Requirements and Examples).
- 4. **Obtain all sign offs** on page 2 of the application from the departments listed below in numbers 5 9. The Department responsible for the facility is the final sign off (see #10)
- 5. Contact the **Public Works Department (783-3265)** to obtain Electricity, Garbage Cans, Safety Fencing, Tables/Chairs, Restrooms, and Restrooms Supplies (fee may be charged).
- 6. Contact the **Milford Health Department (783-3285)** for licensing and health guidelines if your event is open to the public and food/beverages will be served.
- 7. Contact the **Fire Marshal's Office of Milford Fire Department (874-6321)** if your event will be setting up auxiliary tents/structures, electricity/generators, carnival type games, etc., or will be sponsoring a bon-fire. (Charcoal grills / Open fires are PROHIBITED)
- 8. Contact the **Patrol Division of the Milford Police Department (878-6551)** for security, crowd control, traffic control (the sponsoring organization shall be responsible for providing police coverage). If your event is a <u>road race/walk</u> see special instructions on page 2.
- 9. Contact the Recreation Department (203-783-3280) for all recreation facilities.
- 10. Have the **Indemnity Agreement** on page 4 of the application notarized, then submit the **application**; along with **appropriate fees (application and other)**; **Certificate of Insurance and Endorsements** to the department responsible for the facility for final approval and permit.

<u>Facility</u> <u>Responsible Department</u>

City Hall Auditorium Community Development 203-783-3230

ddiamond@ci.milford.ct.us

Library Program Room Library Business Office 203-783-3291

thomasd@ci.milford.ct.us

Parsons Complex Conference Rooms Community Development 203-783-3230

ddiamond@ci.milford.ct.us

Parsons Veteran's Memorial Auditorium Public Works 203-701-4542

lweinstein@ci.milford.ct.us

Milford Lisman Landing Milford Lisman Landing 203-874-1610

rswift@ci.milford.ct.us

Milford Senior Center Senior Center 203-877-5131

imimilfordseniorcenter@yahoo.com

For All Other Locations Recreation Department at 203-783-3386

ppiscitelli@ci.milford.ct.us

Road Race / Walk Special Instructions

The organizers of road races/walks shall submit the following information to the Traffic Division of the Milford Police Department.

Traffic Division can be reached at (203) 878-5244 or <u>Traffic@ci.milford.ct.us</u> and the required information can be emailed.

Be sure to include the following in your correspondence:

- 1. A copy of the required insurance and a copy of the indemnity agreement
- 2. A letter to the 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 the time of race day registration
 - e. Anticipated attendance
 - f. Number of officers requested/needed (minimum of 1 officer)

The organizers of road races / walks that plan to use the <u>Silver Sands Boardwalk</u> within the boundaries of Silver Sands State Park must also contact Mr. Joseph Maler of CT DEEP at 203-735-4311 or joseph.maler@ct.gov



APPLICATION FOR USE OF CITY FACILITIES

APPLI	CANT:					
CONTA	ACT (1):(Name)					
	(Name)		(Address)		(E-Mail)
	(Home Pho	ne)	(Bus. Phor	ne)		(Cell)
CONTA	ACT (2):					
	(Name)	(Address	3)		(E-Mail)
	(Home Pho	ne)	(Bus. Phon	ne)		(Cell)
PURPO	OSE OF EVENT:					
	S AN OVERNIGHT EVE please described:					
DATE(S) REQUESTED:		TIME(S):		
FACILI	ITY REQUESTED (Che	ck Appropria	te Box Below): co	ontact the Recreation	n Department fo	or all facilities, except where note
TRUBEE WALNUT	Margaret Egan Center McCann Natatorium Milford Library, Program Rm. Lib Milford Lisman Landing Milford Senior Center Other: DOOLITTLE Beach Field Playground Other: F BEACH Beach Casey Pavilion Rotary Pavilion Other:	rary V O O O O O O O O O	GOVERNMENT CEN Veterans Mem. Auditoris Gymnasium Conference Room Composition WER PARK OWER PARK	nmunity Dev a	Green Lov Noi Other: **If your requ Memorial At Public Works	nter Green een's End wer Green rth Street ner:
**If for se	ATED # OF ATTENDEE curity measures, the City of Milfocant shall be required to provided	ord its agents and			cessary for t	traffic and/or crowd control
	ADMISSION/EXHIBITOR explain fee(s) to be char		IARGED?	☐ Yes	☐ No	

^{**}For use of Library program room, commercial transactions (selling), charging fees and soliciting (including asking attendees personal information or to sign attendance lists) are prohibited.

WILL FOOD/BEVERAGES BE SOLD	/SERVED/ALLOWED?	Sold	Served	Allowed	None
WILL THERE BE FOOD/BEVERAGE	VENDORS?	Yes	No		
WILL ALCOHOL BE SOLD/SERVED	ALLOWED?	Sold	Served	Allowed	None
WILL THERE BE LP-GAS COOKING	?	Yes	No		
IF YES TO ANY OF THE ABOVE PLI	EASE EXPLAIN:				
**All food/beverage vendors must meet the Milford	Health Department regulations, wh	nich are availab	le at the Milford	Health Departme	nt. Serving
and/or allowing alcohol requires Liquor Liability Insu	rance and an additional permit, w	hich is available	e in the Recreation	on Department.	
WILL THERE BE AMPLIFIED SOUN Amplified sound is allowed Sunday-Thursday from neighborhoods should not be disturbed by the amp reasonableness of the level of sound. If it is detern DESCRIBE SET UP & CLEAN UP PI Applicants may be required to submit diagram	9a to 8p and on Friday & Saturda blified sound from this event. In the mined that the level of sound is un LANS:	y from 8a to 10 e cases of comp	plaints, the police	nd quiet of the sure may respond to	determine the
ARE YOU REQUESTING ANY OF THE F Additional Fees may apply)	FOLLOWING ITEMS FROM	M THE CITY	? (Not all items	are available at a	Il locations.
☐ Electricity ☐ Garbage Cans	☐ Safety Fencing ☐	Tables/Cha	irs	Restrooms	☐ Other
EXPLANATION FOR REQUEST:					
DEPARTMENT SIGN OFF'S:					
Fire Marshal	Date Pul	olic Works I	Director		Date
Police Department	Date Re	creation Dir	ector		Date
Building Maintenance	Date Hea	alth Departi	ment		Date
Special Instruction:					
All fees payable by cash, money order or babe paid by separate money order or bank of business days prior to the event the Applicavailability of any special items that have be one (1) business day prior to the event and deposit is required. Rules and regulations governing the use of has read and will adhere to all applicable ruthe appropriate City Department(s). Any vice permits of the Applicant. The City reserves inadequate insurance coverage as determine	heck. Police and Fire to be ant shall contact the Public een requested. Restroom k must be returned on the first the requested facility are at ales and regulations. Additionation of these rules and	paid directly Works Depar teys may be out to business dutached. The onal rules and regulations s	to those depa tment at (203 btained from ay following t Applicant he d regulations shall be cause	rtments. At le) 783-3265 to c the Recreation the event. A \$2 reby acknowle may apply. Ple to revoke this	east two (2) confirm the n Department 20.00 key edges that it lease consult s and/all other
The aforesaid Applicant agrees to provide a Milford.	ned by the City in its sole dis		ation Agreeme	ent satisfactory	
	ned by the City in its sole dis		ation Agreeme	ent satisfactory (Organizati	y to the City of

COMPLETE FOR USE OF VETERANS MEMORIAL AUDITORIUM ONLY:

Contact Public Works at 203-701-4542 to confirm availability

SHOW TIME(S)

Dates you wish to reserve facility: to	Which rooms do you expect to use
imes you wish to reserve facility: to	
Vhat time do you want doors opened?	State any equipment needed (tables, microphones, etc.)
What time do you expect to leave?	
EVENT, PERFORMANCE OR SHOW Dates you wish to reserve facility:	
	State any equipment needed
Dates you wish to reserve facility: to	State any equipment needed (tables, microphones, etc.)
Dates you wish to reserve facility: to Times you wish to reserve facility:	
Dates you wish to reserve facility: to Times you wish to reserve facility: to	

INDEMNITY AGREEMENT

INDEMNITOR:		
(Name of Applic	cant / Orç	ganization / Event Holder)
DATE(S) OF EVENT:		
of Milford on the aforesaid date(s) the above harmless the CITY OF MILFORD for any and the extent of the INDEMNITOR'S insurance arise out of the INDEMNITOR'S use of the pludemnification shall include the duty to expectaim. Except as to general premises liability extend to claims for injuries or damages which City officials or employees on the day(s) of the location not under the control of the INDEMNITOR'S	e-named d all cla covera- public plend rea y, it is u ch are d he abov NITOR a	escribed event within the territorial limits of the City of INDEMNITOR does hereby indemnify and hold aims for damages or injury to persons or property to ge as required by the City of Milford which may laces, which are accepted in an "as is" condition. It is is a condition as onable attorney's fees for the defense of any such understood and agreed that indemnification does not caused by the negligence or other misconduct of we-described event, and does not extend to any and does not extend to circumstances which are NITOR. The INDEMNITOR shall provide the City of the and form acceptable to the City.
approved by the Milford City Attorney's Office	R to be e as su	nity or hold harmless agreements previously held on the aforesaid date(s), and has been afficient to constitute the sole indemnity agreement F MILFORD and the above-named INDEMNITOR .
Dated this day of	20 18	
In the Presence of:		INDEMNITOR:
		(Name of Applicant / Organization / Event Holder)
		By:
STATE OF CONNECTICUT)		(Printed Name of Person Signing) Its, duly authorized (Title)
COUNTY OF NEW HAVEN)	SS.	, 20 <u>18</u>
Personally appeared		signer
(Name of and sealer of the foregoing instrument, by	f Applica	nt / Organization / Event Holder)
authorized and who acknowledged same to	be	(Name of Person Signing)
My Commission Evoires:		NOTARY PUBLIC
My Commission Expires:		

01/2018



City of Milford, Connecticut

Founded 1639

INSURANCE REQUIREMENTS FOR USE OF CITY FACILITIES

The City's 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 one (1) week 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.
- 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". Copies of the endorsements for the additional insured and primary non-contributory, waiver of subrogation language must be provided.
- 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.

Rev. 01/2018



CERTIFICATE OF LIABILITY INSURANCE

Date of Policy

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 Insurance Agent Name & Address (A/C, No. Ext): ADDRESS: CUSTOMER ID INSURER(S) AFFORDING COVERAGE INSURED INSURER A: Insurance Company Issuing Coverage Applicant's Name & Address INSURER C INSURER D INSURER E INSURER F **COVERAGES** CERTIFICATE NUMBER:CL1332803492 **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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY GLAIMS-MADE X OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 2,000,000 GENIL AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG X POLICY MBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY ALITO NJURY (Per person) \$ ALL OWNED AUTOS BODILY INJURY (Per accident 3 SCHEDULED AUTOS Y DAMAGE 5 HIRED AUTOS (Per accident) NON-OWNED AUTOS \$ \$ UMBRELLALIAR X OCCUR 2,000,000 EACH OCCURRENCE 3 EXCESS UAB Х CLAIMS-MADE 2,000,000 AGGREGATE £ DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? E'L EACH ACCIDENT (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYER \$ E L. DISEASE - POLICY LIMIT Liquor Liability (if serving alcohol) 1,000,000 / 2,000,000 Sexual Assault & Molestation (if a Sports Camp / League) 1,000,000 / 2,000,00 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) additional insured: the city of milford and milford board of education its governing board, official, agents and employees 110 River Street milford, ct. 06460 insurance is primary and non-contributory waiver of subroga-MILFORD, CT. 06460 INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CITY OF MILFORD AND MILFORD BOARD OF EDUCATION AND ALL OTHER REQUIRED PARTIES **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Milford 110 River Street AUTHORIZED REPRESENTATIVE Milford, CT 06460

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by this endorsement, and the amount of the

company's liability under this policy shall not be reduced by the existence of such other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Policy Number: Insured:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	
City of Milford 110 River Street Milford, CT 06460	
Information required to the letter this perhedular for the let	n a promite nown in the pectarations.
Section II - WHO IS AN INSURED is mended to include as an 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 of the acts or omissions of those acting on your behalf:	the extent that any of the additional insureds remed hereix that any of the additional insureds of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-
A in the performance of usua energing energing	contributory and excess over the coverage provided

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

CITY OF MILFORD, MILFORD BOARD OF EDUCATION, ITS GOVERNING BOARD, OFFICIALS, AGENTS AND EMPLOYEES

SAMPLE

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



City of Milford, Connecticut

-Founded 1639 -70 West River Street - Milford, CT 06460-3317 Tel 203-783-3280 Fax 203-783-3284 www.milfordrecreation.com



TO: League & Organizations Presidents and Event Coordinators

FROM: Paul Piscitelli, CPRP

Director of Recreation

SUBJECT: Smoke & Tobacco Free Policy

DATE: April 21, 2015

Please be advised that the Milford Park, Beach and Recreation Commission approved a Smoke and Tobacco Free Policy for all Recreation Facilities under its jurisdiction at its April 2015 meeting. A copy of the policy is enclosed.

The policy provides, in relevant part, that, "[it] shall apply equally to all organizations and persons using Recreation facilities, and their use of the facilities is contingent upon compliance with policy." Thus, the policy applies to your organization's use of City's Recreation facilities.

The City will post signs, in the form attached, at all recreation facilities. In addition, the City will publicize the adoption of this policy to inform and educate the public in an effort to ensure cooperation and adherence with same.

Thank you for your cooperation and support of this policy. If you have any questions or concerns, please do not hesitate to contact me.

Enclosures

Cc: Benjamin G. Blake, Mayor

Jonathan Berchem, City Attorney

Dan Worroll, Chairman – Parks, Beach and Recreation Commission

WHEREAS, the Milford Park, Beach and Recreation Commission is committed to maintaining and improving the health and well-being of the community; and

WHEREAS, the Milford Park, Beach and Recreation Commission recognizes that medical research has proven that smoking and the use of tobacco products poses a significant risk to the health of the smoker and the non-smoker, and the Commission accepts the belief that adults should be positive role models and should exhibit healthy and positive behaviors; and

WHEREAS, cigarettes, often discarded on the ground when consumed in public places, diminish the beauty of the City's recreational facilities and poses a risk to children; and

WHEREAS the Milford Park, Beach and Recreation Commission determined that the prohibition of tobacco product use at the City's recreational facilities serves to protect the health, safety, and welfare of the citizens of our City.

NOW, THEREFORE BE IT RESOLVED by the Milford Park, Beach and Recreation Commission that all City recreational facilities shall be smoke and tobacco free zones.

Section 1

No person shall use any form of tobacco at or on any City-owned or operated outdoor recreational facilities, including the restrooms, spectator and concession areas. These facilities include, but are not limited to, athletic fields, beaches, parks, playgrounds, recreation/community centers, skate park, tennis / basketball courts, and walking/hiking trails.

The use of tobacco products is permitted in designated parking areas.

This smoke and tobacco free policy shall apply equally to all organizations and persons using Recreation facilities, and their use of the facilities is contingent upon compliance with policy.

Section 2

Appropriate signs shall be posted at all areas that prohibit the use of tobacco products.

The community, especially facility users and staff, will be notified about this policy.

Staff will make periodic observations of recreational facilities to monitor compliance.

Any person found violating this policy shall be subject to immediate ejection from the recreation facility and may further be denied access to such facility in the future.

Definitions

As used herein, the terms "smoke " or "smoking" shall mean the use of any tobacco products including, but not limited to, the lighting or carrying of a lit cigarette, cigar, pipe or similar device; or the use of smokeless tobacco products e.g. electronic cigarettes or chewing tobacco.

As used herein, the term "recreation facilities" shall mean any outdoor area owned or operated by the City of Milford and open to the general public for primary recreational purposes, regardless of any fee or age requirement including but not limited to beaches, picnic areas, playgrounds, sports or athletic fields, bleachers, walking paths, gardens, hiking trails, bike paths and dog parks.

This Recreation Facility is SMOKE & TOBACCO FREE



We Appreciate Your Cooperation

Per Policy of the Park, Beach and Recreation Commission (Adopted April 2015)



