

**PROCEDURES FOR USE OF TOWN-OWNED
PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS**

Approved and adopted by the
Board of Selectmen – Sept. 15, 2010
Revised – April 2016

The Board of Selectmen shall regulate the use and safety of town-owned property, facilities and/or public roadways. The following regulations are hereby adopted by the Board of Selectmen with respect to the granting of permission for the use of town property, facilities, and/or public roadways.

1. The Board of Selectmen, or its designee, shall grant permission to only non-profit organizations for use of town-owned property, facilities and/or public roadways.
2. It is the Board of Selectmen's desire to encourage the use of town-owned property, facilities and public roadways for private non-profit uses, so long as they do not unduly impinge upon the public's use of said property, facilities or roadways.
3. Non-profit organizations may submit their application by U.S. mail (Selectman's Office, Westport Town Hall, 110 Myrtle Avenue, Westport, CT 06880); by e-mail (selectman@westportct.gov), or by fax (203-341-1038). Completed applications will be accepted no more than ten months in advance and no later than 90 days in advance from the proposed scheduled event date. Applications not received in this timeframe may not be approved.
4. The completed application must be accompanied by:
 - A separate \$100 non-refundable fee for processing paperwork. Payable to the Town of Westport.
 - A separate certified check in the amount of \$1,000. Payable to the Town of Westport. The \$1,000 bond will be returned to the applicant upon the completion of the event if no damage, defacement, or littering to municipal or private property, including public roadways, has occurred.
 - A **LEGIBLE** map of the route and/or event set-up (including placement of tents and equipment) on the Town-owned property.
 - An **ORIGINAL** signed and notarized Indemnity Agreement (see attached).
 - **INSURANCE REQUIREMENTS:** A certificate of insurance *naming the Town of Westport additionally insured* in the amount of one million dollars. Applicants shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.
 - The certificate of insurance should indicate the amount of insurance coverage; that the Town is additional insured and that the insurance is primary and non-contributory.
 - The policy shall name the Town as an additional insured and include ISO Form CG 2026.
 - Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
 - The policy shall contain a waiver of liability in favor of the Town.
 - Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of the applicant.
 - Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.
5. Upon review of the completed application, the Selectman's Office will gather comments from interested parties, (i.e., police, public works, parks & recreation, health, etc.) and place the request on the agenda of a meeting of the Board of Selectmen.

6. Generally, unless otherwise approved, permission will not be granted by the Board of Selectmen for more than one event using town-owned property, facilities and/or public roadways on the same day.
7. Generally, unless otherwise approved, permission for use of town-owned property, facilities and/or public roadways will only encompass one weekend.
8. Applications for use of town-owned property and facilities must include dates for set-up and break-down. Generally, unless otherwise approved, permission for set-up will be one day in advance of event, with break-down within 24 hours of event's closure.
9. Event participants, (including walkers, racers, bicyclists), using town public roadways must yield to emergency vehicles and medical doctors traveling to work, and allow such vehicles to proceed without interference.
10. No amplified sound shall be allowed except at the start or finish lines of an event using town public roadways.
11. With respect to use of town public roadways, only chalk-based paint may be used to demarcate event route.
12. In the event that an organization (whether or not it is the applying organization) feels aggrieved by the action of the Board of Selectmen, a public hearing will be provided to any person who desires to be heard.

**APPLICATION FOR USE OF TOWN-OWNED
PROPERTY AND/OR ROADS**

Completed applications must be submitted no later than 90 days in advance of scheduled event. Applications not received 90 days in advance of scheduled event may not be approved.

NAME OF NON-PROFIT ORGANIZATION: _____

ADDRESS: _____

TELEPHONE/CELL NUMBER: _____

CONTACT NAME: _____

E-MAIL ADDRESS: _____

NAME OF EVENT: _____

Admission Charge (IF ANY): _____

OF PARTICIPANTS: _____

DATE(S) OF EVENT: _____

START TIME: _____

(including set up)

END TIME: _____

(including breakdown)

Will food vendors and/or any food/beverages be offered for sale to the public? _____

TOWN PROPERTY AND/OR ROAD(S) TO BE USED: _____

****A LEGIBLE MAP OF THE ROUTE AND/OR EVENT SET-UP (INCLUDING PLACEMENT OF TENTS AND EQUIPMENT ON THE TOWN-OWNED PROPERTY) MUST ACCOMPANY THE APPLICATION.**

BELOW FOR OFFICE USE ONLY:

BOND & INDEMNITY AGREEMENT RECEIVED:	_____	DATE	_____
	Gail Kelly, Assistant Town Attorney		
APPROVALS:	_____		_____
	Eileen Francis, for Board of Selectmen/Traffic Authority (BOS Approval Date _____)		

Approvals/Comments	Date
Chief of Police	
Fire Chief	
Director of Public Works	
Director of Parks and Recreation	
Director of Westport/Weston Health District	
Westport Library	

	Completed
Processing Fee	
Bond	
Certificate of Insurance	
Hold Harmless	
Map/Route/Set-Up	
After Action Report	
Bond Returned	



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

INDEMNITY (HOLD HARMLESS) AGREEMENT (revised May, 2015)

Agreement is made this _____ day of _____ 20_____

between _____ ("Indemnitor") and the
Town of Westport, Connecticut, a municipal corporation ("Town").

WHEREAS Indemnitor has requested permission to **use public roads and/or Town-owned property** for
the purpose of holding _____ (event) on _____ (date/s).

OR

WHEREAS Indemnitor has requested permission to **hang a banner across Main Street** on
_____ (date).

THEREFORE, in consideration of receipt of said permission, Indemnitor agrees:

1. That it will indemnify, defend and hold harmless the Town, its agents, servants, representatives and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event on public roads and/or Town-owned property in the Town for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.
2. That it will provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Town as an additional insured and include ISO Form CG 2026.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of liability in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of the applicant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

WITNESSES

INDEMNITOR(S)

STATE OF CONNECTICUT:

ss: Westport, Connecticut, _____20_____

COUNTY OF FAIRFIELD :

Personally appeared _____ signer(s) and sealer of the forgoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

Commissioner of the Superior Court

Notary Public