

Telephone (203) 563-0100
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, CT 06897

Memorandum

To: Temporary Event Permit Applicants
From: Office of the First Selectman
Date: May 13, 2021

Any person or organization which intends to hold an event in the Town of Wilton to which the public is invited must apply for a temporary permit.

In order to obtain the required permit, the applicant must do the following:

1. Review the attached Town department memos (provided below) to understand requirements for the permit. [Click here](#) to view Planning and Zoning Regulations for Special Events.
2. Complete the *Application for Temporary Event Permit Form*. The form is available in fillable format on the [Town of Wilton website](#) (under 'Other').
3. Send the completed *Application for Temporary Event Permit Form* along with required supporting documentation to Jackie Rochester, Office of the First Selectman by email at jacqueline.rochester@wiltonct.org.
4. Office of First Selectman will review the application with each Town department to obtain departmental approvals and will notify applicant of completion and final approval of Temporary Event Permit.

For more information or questions on the process, please contact Jackie Rochester at (203) 563-0100 or by email above.

Telephone (203) 563-0100
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, CT 06897

Use of the Town Green for a Temporary Event

Any organization requesting the use of the Town Green must complete and sign the attached License Agreement. The signed License Agreement must be accompanied by the Insurance Certificate naming Wilton Center Real Estate LLC, Paragon Management Group LLC, Bankwell Bank and the Town of Wilton as additional insured.

The Agreement and insurance certificate can be mailed to:

Wilton Center Real Estate LLC
c/o Paragon Management Group LLC
276 Post Road West, Suite 201
Westport, CT 06880
Attn: Joan Dudziec
jdudziec@paragonct.com

LICENSE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__ by and between **WILTON CENTER REAL ESTATE LLC**, a Connecticut limited liability company, having an address c/o Paragon Management Group LLC, 276 Post Road West, Suite 201, Westport, Connecticut 06880 ("Owner") and _____, a Connecticut _____, having an address at _____, Wilton, Connecticut _____ ("User") with respect to certain real property leased by Owner from the Town of Wilton commonly known as Town Green at Wilton Center located at 101 Old Ridgefield Road, Wilton, Connecticut (the "Town Green").

IN CONSIDERATION OF the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Subject to all of the terms and conditions hereinafter set forth, Owner hereby grants User a temporary revocable license to use on a non-exclusive basis the gazebo area and the two (2) bathrooms located inside the office building within the Town Green (the "Licensed Areas").

2. The Licensed Areas shall be used by User solely for the purpose of holding its _____
in accordance with all applicable law and the terms and provisions hereof and for no other purpose.

3. The term of this License shall commence at __:00 AM on _____, 20__ and end upon __:59 PM on _____, 20__, unless sooner terminated hereunder. Time is of the essence as to these dates and no extensions shall be permitted.

4. Owner has waived the payment of license fees for the term set forth in Section 3 above.

5. In the event that there any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or the use of the Licensed Areas, User shall be responsible for obtaining such licenses, authorizations and permits. No unlawful activities shall be permitted in the use of the Licensed Areas. User shall at its expense comply with all laws relating to the Licensed Areas and its use thereof, including but not limited to those pertaining to the use or disposal of hazardous or toxic waste, substances or materials.

6. User shall at all times during its use of the Licensed Premises provide sufficient supervision, police and maintain adequate control of its officers, employees, agents, contractors, customers, patrons, guests, invitees and any other person who by User's consent, permission, invitation or license, express or implied, has entered the Town Green (collectively, "User's Parties"). User shall observe all rules and regulations now or hereafter adopted by Owner and the Town of Wilton concerning User's use of the Town Green.

7. (a) User assumes liability for and hereby indemnifies and holds Owner, its managing agent (Paragon Management Group LLC), its mortgagee (Bankwell Bank) and the Town of Wilton, and its and their members, shareholders, directors, employees, customers,

tenants and invitees free and harmless from and against any and all liabilities, obligations, losses, penalties, proceedings, actions, suits, claims, settlements, judgments, damages, expenses, disbursements (including legal fees and expenses) and costs of any kind and nature whatsoever in any way relating to or arising out of the use of the Licensed Areas by User and User's Parties hereunder and/or arising out of or from any act, omission, or negligence of User and/or User's Parties within or about the Town Green and adjoining grounds. Neither Owner nor its tenants, managing agent or mortgagee nor the Town of Wilton shall be liable to User and/or User's Parties, for any matter of any nature whatsoever that is or may be caused by or due to any act, omission or negligence User, User's Parties, any Town Green tenant or other person whatsoever.

(b) Owner is to supply no services to User with respect to the Licensed Areas. Owner is to perform no work in order to make the Licensed Areas ready for User's use hereunder. User shall take the Licensed Premises in its present "AS IS", "WHERE IS" condition, and acknowledges that Owner has made no, and User is not relying upon any, representations or warranties, whether express or implied, regarding the Licensed Areas or its condition, use or suitability for User's needs. Neither Owner, nor its agents, contractors and employees, shall be liable for, and User waives all claims, for any shortages or failure of supply of utilities or services to the Licensed Areas or for any damage to person or property sustained by User or any person claiming through User resulting from any accident or occurrence in or upon the Licensed Areas, or any other part of the Town Green.

(c) This Section 7 shall survive termination of this License.

8. The User shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots or any other areas regularly used for such traffic within the Town Green and the land upon which it sits. User shall not allow others to use or occupy the Licensed Areas and shall not assign or otherwise transfer this License or any rights or benefits hereunder to others.

9. User shall carry and keep in force with a reputable, licensed Connecticut insurance company a comprehensive commercial general liability policy, including liability coverage with respect to this agreement, bodily liability, property damage, all in broad form having combined single limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, together with excess liability insurance with limits of not less than \$2,000,000.00 written on an occurrence basis (not a claims made basis) in form and substance prescribed by Owner. Before using the Licensed Areas further, User shall furnish to Owner or its agent certificates issued by the companies issuing such insurance evidencing that such insurance is in full force and effect naming Owner as an insured thereunder and providing that no such insurance may be canceled or modified without at least ten (10) days notice by certified mail, return receipt requested to Owner. In addition to Owner, Owner's managing agent (Paragon Management Group LLC), Owner's mortgagee (Bankwell Bank) and the Town of Wilton shall be named as additional insureds on such policies.

10. User shall not harm the Licensed Areas or the Town Green; nor commit waste nor create any nuisance or make any use of the Licensed Premises which is offensive as determined by Owner in its sole judgment; nor do any act tending to injure the reputation of the Town Green.

11. User shall not make any changes, alterations or additions, nor permit the making of any changes, alterations or additions to the Town Green, nor place of any exterior signs, placards, or another advertising media, banners, pennants, awnings, or the like, without obtaining the prior written consent of Owner.

12. User shall not permit or suffer any mechanics lien to be filed against the Licensed Areas or the Town Green by reason of any work, labor, services or materials performed at or furnished to said premises, to the User, or to anyone holding said premises through or under the User. Nothing in this License shall be construed as Owner's consent to subject the Owner's estate in the Town Green to any lien of liability under the State of Connecticut lien laws.

13. User at its expense agrees at the termination of this License to promptly clean, remove and dispose of all waste, garbage and debris generated by User and User's parties within the Town Green and adjoining grounds, and to remove all of its and its User Parties' property, goods and effects from the Town Green and to repair all damage caused by such removal and to restore the Licensed Areas to the same condition as existed at the time of signing this License Agreement, and to peaceably yield up the Licensed Premises clean and in good order, repair and condition, ordinary wear and tear excepted. Any property, goods or effects of User not removed within two (2) days following such termination shall be deemed abandoned and shall, at Owner's option, become its property.

14. In the event of any failure of User to pay or perform any of the terms, conditions or covenants of this License to be observed or performed by User, or if User shall become bankrupt or insolvent, or to file any debtor proceedings, or take or have taken or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of User's property, or if User makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if User shall fail to use the Licensed Premises for the permitted uses herein allowed within two (2) business days from the commencement of the term hereof, then Owner, besides other rights or remedies it may have, shall have the immediate right to terminate this License and/or the immediate right of re-entry and may remove all persons and property from the Licensed Areas and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of User, all without service or notice or resort of legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. User agrees to pay on demand Owner's expenses including reasonable attorney's fees, whether or not suit be brought, incurred by Owner in protecting its rights under, and enforcing the terms of, this License.

15. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of either principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

16. Anything to the contrary contained herein notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who, directly or indirectly, and whether disclosed or undisclosed, constitute Owner with respect to any of the terms, covenants, conditions and provisions of this agreement, and User shall look solely to Owner's equity interest in the Town Green for recourse in the exercise of any remedy User seeks in the event of default by Owner hereunder. Such exculpation of personal liability is absolute and without exception.

17. This License does not create any tenancy or other possessory right in favor of User in or to the Licensed Areas and under no circumstances shall be deemed or construed as a Lease Agreement.

18. User represents it is fully authorized by all required corporate action to enter into this License and the individual(s) signing this License on behalf of User are each authorized to bind User to its terms.

19. This License is subject and subordinate in all respects to any and all ground, net and superior lease covering all or any part of the Town Green, and to any and all mortgage liens now or hereafter placed against all or any part of the Town Green and to all advances made or to be made thereunder. Notices hereunder shall be in writing and delivered by certified mail return receipt requested by one party to the other at their respective addresses set forth above. Additionally, Owner may also give notice by personal delivery to User at its address above or to User's representatives at the Town Green. This License cannot be amended orally. This License shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall be governed and construed by the laws of the State Connecticut.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto duly execute this License as of the day and year first above written.

WILTON CENTER REAL ESTATE LLC

By: _____

Name:

Title:

By: _____

_____, President



Memorandum

To: Temporary Event Applicants
From: Robert Root
Subject: Approval Process for Tents at Temporary Events

The signature of a building official is required for any temporary structure (including tents) or additional electrical wiring. Such structures and/or electrical wiring may require a supplemental permit supplied by the Building Department.

1. Supplemental permits are NOT REQUIRED:

- for tents 350 square feet or less unless there will be heat and/or electrical wiring installed
- or tents 900 square feet or less with no heat or electrical, which will be occupied by less than 50 persons for a duration of no longer than 72 hours

2. Supplemental permits are REQUIRED:

- for temporary *structures* in excess of 120 square feet, including all connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of 10 or more persons.

These structures shall not be erected, operated, or maintained for any purpose without obtaining a permit from the code official.

A permit application listing the requirements can be obtained from the Building Department located at the Town Hall Annex.

Any event which requires a weekend inspection is subject to a \$150 fee.

Telephone (203) 563-0174
Fax (203) 563-0284

Health and Sanitation



TOWN HALL ANNEX
238 Danbury Road
Wilton, CT 06897

Memorandum

To: Temporary Event Applicants

From: Barrington A. Bogle MPH R.S. CHES Director of Health

Subject: Approval Process for Food-Service at Temporary Events

1. Please supply the menu of all food items that will be sold or prepared at the temporary event.
2. When the food is to be prepared by a commercial vendor, the vendor must have a license from the appropriate Health Authority, a copy of which should be available.
3. If food is to be prepared on site, proper food storage (refrigeration), hand washing, and toilet facilities must be provided.
4. No home prepared foods, other than baked goods (that do not require refrigeration), are allowed.
5. No sign-off on the temporary event form for this office can be obtained until the above said information is obtained or affirmed.



MEMORANDUM

To: Temporary Event Applicants

From: Chief John Lynch, Wilton Police Department

Subject: Approval Process for Temporary Permits

Whenever an applicant for a temporary event permit wants permission to use buildings or property that is managed by the Town of Wilton, the following shall apply:

1. All traffic regulations and parking restrictions shall be observed. The decision on whether officers are needed at a function is made by the Chief of Police or his designee. If officers are required, their services will be charged to the sponsoring group.
2. The use of fireworks is prohibited unless specifically allowed in the individual permit.
3. The consumption of alcohol is prohibited unless specifically allowed in the individual permit.
4. The possession of firearms is prohibited unless specifically allowed in the individual permit.

You are hereby notified that the Wilton Police Department shall strictly enforce all laws and ordinances.

It is our hope that the observance of these guidelines will ensure a safe environment for all in attendance.

Telephone (203) 563-0100
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, CT 06897

MEMORANDUM

To: Building Use Applicants

From: John Lynch, Chief of Police
James Blanchfield, Fire Chief

Subject: Public Safety in Town-Owned Facilities

This correspondence is to clarify the requirements for the use of Town of Wilton owned buildings in the area of public safety services when used for all outside activities.

You are hereby notified that the Town of Wilton shall strictly enforce all applicable public safety regulations and ordinances.

Specifically, all traffic regulations pertaining to motor vehicle violations and parking restrictions will be observed and enforced at all times.

Furthermore, all fire safety regulations associated with the Connecticut Fire Safety Code and/or other applicable fire safety regulations shall also be enforced at all times.

FINANCE DEPARTMENT
Tel (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

To: Temporary Event Applicants

From: Dawn Norton, CFO, Finance Department

Subject: Approval Process for the Finance Department Regarding Temporary Events

1. Insurance Requirements for the Use of Town Facilities

Temporary Permit Application must be accompanied by a Certificate of Insurance showing coverage in accordance with the attached. (There is one for individuals/families and one for small businesses and non-profits.)

Please note that if a vendor (i.e. caterer) is hired for a function on Town property, that vendor must adhere to the Town of Wilton's policy for Small Business and Non-profits (see attached).

The following language must appear on the Certificate of Insurance under: *Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions*: "The certificate names the Town of Wilton, the Wilton Board of Education (if applicable), their officers, agents, and employees as additional insured against any and all claims for bodily injury and property damage arising out of the insured's use of facilities. Insurance coverage for the Town of Wilton shall be provided on a primary non-contributory basis.

The *Certificate Holder* is: The Town of Wilton, 238 Danbury Road, Wilton, CT 06897

The policy period specified in the certificate must include the date (s) of the event(s).

2. Bond requirements for the Use of Town Facilities

A \$500 bond (certified check) will be required for any event which uses Town property – including roads. The check will be returned ten days after the event if all property is restored to its original condition. This includes removal of posted or painted signage.

Town/Board of Education Wilton Insurance Requirements/Use of Facilities

Exhibitor shall agree to maintain in force at all times during the event the following minimum coverage's and shall name the Town of Wilton Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Wilton.

General Liability*		(Minimum Limits)
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000

* The Town of Wilton shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

Original, completed Certificates of Insurance must be presented to the Finance Department prior to use of facilities. User agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the Town of Wilton 30 days prior to cancellation.

- If vendors are hired for function please have the vendor adhere to the Town of Wilton's policy for small business and non profits.

Insurance Requirements Small Business & Non-Profit

Vendor shall agree to maintain in force at all times during the contract the following minimum coverage's and shall name the Town of Wilton Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Wilton.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000

*The Town of Wilton shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

- If vendors are hired for function please have the vendor adhere to the Town of Wilton's policy for small business and non profits.



Steve Pierce
Director

Kregg
Zulkeski
Administration
Manager

Jim Lewicki
Program Coordinator

Bev Hodge
Administrative Secretary



Memorandum

To: Temporary Events Application

From: Steve Pierce, Parks & Recreation

Subject: Approval Process for Parks and Recreation at
Temporary Events

1. The Parks and Recreation Department will signoff on the proposed event after they have been notified of the proposed date, time, and location of the event.



Memorandum

To: Temporary Event Applicants

From: Michael Wrinn, Planning and Zoning

Subject: Approval Process for Planning and Zoning at Temporary Events

1. The Planning and Zoning Department must approve a proposed parking plan that includes sufficient parking spaces for the proposed event. Placement of tents or other temporary structures shall not result in a loss of required parking spaces for any commercial use.
2. The Planning and Zoning Department must approve any sign, or a plan for multiple signs, which will be displayed in town to promote the proposed event.
3. Specific dates and times must be approved by the Planning and Zoning Department.



WILTON FIRE DEPARTMENT

Office of the Fire Marshal

236 Danbury Road

Wilton, Connecticut 06897

(203) 834-6249

TEMPORARY PERMITS FOR LARGE EVENTS

Large events require Crowd Managers and an approved Safety Plan. A large event is defined as having, at any given time, 1000 or more persons (attendees and staff) or 250 in a tent.

One Crowd Manager is required for every 250 people.

1. Must be trained (certificates to be submitted at time of application)
2. Must only act as a Crowd Manager (no additional responsibilities)
3. Must be able to perform the following duties:
 - a. Identify and remove obstructions to egress
 - b. Identify and mitigate fire hazards
 - c. Verify all permit conditions are being met
 - d. Direct and assist attendees during an emergency evacuation
 - e. Assist emergency responders as needed

An approved Safety Plan must include the following as applicable:

1. Procedure for reporting an emergency
2. Life Safety Strategy
 - a. Occupant notification
 - b. Procedures for defend-in-place response
 - c. Procedures for evacuating occupants
3. Site Plan
 - a. Assembly point
 - b. Location of fire hydrants
 - c. Emergency vehicle access routes
4. Floor Plan
 - a. Exits
 - b. Evacuation routes
 - c. Manual fire alarm boxes
 - d. Fire extinguishers
 - e. Fire alarm annunciators and controls
5. First aid station
6. List of any fire hazards
7. Maintenance, and housekeeping procedures
8. Vendor and food concessions
9. Need for weather monitoring personnel
10. Need for Fire, EMS, or Police staffing