

USE OF COMMON APPLICATION STEPS TO COMPLETION

Step 1: Complete detailed event description, include all aspects of event

Step 2: Contact Police Department to review parking plan, revise as needed in order to obtain Police Department approval

Step 2: Fill out Use of Common application, include detailed event description and Police Department approved parking plan

Step 3: Secure and present your certificate of insurance along with the application.

Step 4: Not less than 30 days BEFORE event submit the completed application with all detail attachments to Board administrator for forwarding to Board for review at the next Board meeting

Lyme Common

Management and Use Policy

1. Introduction:

The area known as Lyme's Common is central to the Lyme Historic District. A Town common does not appear on the original Town Plan, but was the result of several transactions including those of 1785 and 1794 in which individual citizen's deeded parcels to the Town. The earliest reference to "The Common" appears in the 1794 deed. For most of its existence the Common was a hayfield crossed by roads and footpaths. In 1917 the Civil War Monument was added in memory of Lyme's soldiers and sailors from 1861 – 1865. It is only since 1926 that the Common has been seeded and mowed, taking on its present appearance. Today the central Common consists of a well-kept lawn with maple trees around the perimeter replacing the diseased and damaged elms which were removed. In 1976 the current flagpole was donated by the American Legion. In 1987 the Memory Stone was added "to all those from Lyme who served their country in times of conflict or peace".

2. Authority:

New Hampshire RSA 41:11-a 1. The Selectmen shall have authority to manage all real property owned by the Town and to regulate its use, unless such management and regulation is delegated to other public officers by vote of the Town or is governed by other statutes, including but not limited to RSA 31:112, RSA 35-B, RSA 36-A:4 and RSA 202-A:6.

3. Purpose:

The Select Board is particularly sensitive to the historic nature of the Common and its significance to the citizens of the Town of Lyme. The Select Board researched prior Select Board meetings going back to 1997 and found that the average number of times a Select Board had to deal with the use of the Common was 4-5 times a month. Issues ranged from simple parking requests from the Congregational Church to more complex issues of event organizers using the Common to stage the event and complaints from Common neighbors about illegal parking and noise issues. Prior Select Boards tried to address this with the "Parking on the Common" form which provided certain rules and restrictions. Since it was called a "parking request" there was a perception that any use was okay as long as you weren't parking. In 2015, to try and make it clearer, the then-current Select Board changed the name to the "Common Use Request Form". This alone has not cleared up the confusion!

As a result, this Select Board felt it necessary to have a "Common Use Policy" which clearly articulates its intent, which is to manage the Common for the benefit of all residents, to maintain its appearance and to prevent actions which have the potential to cause damage to the Common. In designing a Common Use policy, the Board members understand that it is impossible to set hard and fast rules since most uses need to be evaluated on a case-by-case basis. By setting guidelines it is the Board's intent to create a process to evaluate each individual request and to make the process clearer, more consistent and transparent.

4. General Use Policies:

- The Common is for the individual and collective use of all the citizens of Lyme and Town Organizations, at the discretion of the Select Board.
- Parking on the Common is not permitted. * Persons sponsoring events will be required to submit a parking plan, to be approved by the Police Department, prior to review by and (hopeful) approval of the Select Board.
- Persons or groups wishing to hold an event on the Common must submit an "Event Use of the Common Application" at least thirty (30) days prior to the event. Persons or groups submitting a request, or their representative, may be required to attend a Select Board meeting to provide additional information.
- Depending on the event and/or the event sponsor, additional separate insurance may be required. The New Hampshire Municipal Association (NHMA) now offers reasonably priced event insurance for those events not covered under the Town's policy. If insurance is required, the Town's Administrative Assistant can help you to obtain this.
- Persons hosting an event are responsible to provide trash cans or garbage bags as required and for removing same and cleaning up any litter or waste left on the Common Area after the event.
- Persons with dogs are required to clean up after their animals. Please bring your own waste bags and take them home with you!

*Lyme Parking Ordinance: At no time is parking allowed on the Route 10 side of the Town Common. Parking or driving on the Common is forbidden. All State motor vehicle laws to the Common - New Hampshire State law prohibits parking within the travel portion of any road. To be in compliance with the law, all 4 tires must be off the travel portion of the road.

Annual Events sponsored by the Town Recreation Commission

Annual Tree festival

Lyme Town Band

Pumpkin Festival

Memorial Day Celebration

Skating rink

**TOWN OF LYME
OFFICE OF THE SELECT BOARD
ONE HIGH STREET
P.O. BOX 126
LYME, NEW HAMPSHIRE 03768
Phone: 603-795-4639 Fax: 603-795-4637**

Event Use of the Lyme Common Application

Please submit this application to the Select Board's Office at least ONE MONTH prior to the date of the event/function.

Date of application: _____

Submitted by: _____ Telephone # _____

Town of Lyme Organization and contact person _____

Address: _____

Event description: A detailed description of the proposed event is required for Board review and approval.
(Please provide a detailed description of event on a separate sheet of paper)

Date of event: _____ Start Time: _____ End Time: _____

Number of event workers: _____ Event Worker vehicles: _____

Number of Expected Participants in the event: _____ Estimated Number of vehicles expected: _____

Functions resulting in significant personal financial gain are not permitted. The Town is to be named on the certificate of insurance. (Comprehensive General Liability Insurance: the renter shall have comprehensive general liability basis in an amount no less than \$2,000,000, combined single limit personal injury and property damage for each occurrence) and, where applicable, certification or similar documentation that they are fully qualified to conduct the proposed activity. All activities at the Lyme Common must be open to all Lyme residents. "Free will" contributions or donations to non-profit organizations and/or individuals sponsoring activities (e.g. cost of refreshments, etc.) to cover the costs of the activity are not considered "fees".

If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP please contact the Select Board office.

INDEMNIFICATION AND HOLD-HARMLESS. To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Lyme, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

I agree to this Indemnification and Hold Harmless section by signing below:

Applicant Signature: _____ (Date) _____

Parking Plan: I understand that parking is not available around or on the Common. (Per the Lyme Parking Ordinance.) Please secure "off street" parking for your event. This may even require you to have parking supervisors available to direct your guests. The parking supervisor and event organizer must meet with the Police Department prior to Board review of the application to confirm a police-approved parking plan.

•I have established a Parking plan, which has been approved by the Lyme Police Department. The approved parking plan is attached to this application. The contact person for parking issues on the day of the event is _____. The best phone number to call on the day of the event is _____.

•I understand that this "Use of the Common" permit is issued for events taking place on the Common and that I am responsible for making sure that all general guidelines and specific approvals are followed.

The Use of the Common may incur charges for police coverage and/or other necessary items may be required. i.e., porta johns, trash cans etc.

•I understand that if I am not able to comply with these conditions, the permit that has been issued will be revoked.

In addition, I agree to accept responsibility for cleaning up any litter and waste left on the Common area after the permitted event within 24 hours of the end of the event.

Signature of Applicant Date: _____

Event parking plan is ____ / is not ____ approved.

Event requires charges for detail officer (s):

Number of officers: _____ Charges: \$ _____

Lyme PD

The Event is ____ is/not ____ recommended for approval by the Board.

The Event is Approved ____ / Denied ____

Select Board Representative



COMMENT: It is recommended the person/group/entity using the Town's facility(ies) be required to provide any additional insured policy endorsement(s) required to effectuate the Town's additional insured status.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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. 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	CONTACT	
	NAME:	
INSURED This box should contain the legal name and business/official address of the entity using the Town's facility(ies) and with whom the Town has entered into a facilities use agreement.	PHONE:	FAX:
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This box should clearly state the Town of Lyme and its officials, agents, employees, and volunteers are named as an additional insured on the insured's commercial general liability policy. For example:

"The Town of Lyme, NH and its officials, agents, employees, and volunteers are named as an additional insured on the Insured's commercial general liability policy with respect to the insured's use of and activities in and upon the Town's premises and structures thereon occurring on [enter date]."

Must list date of event

CERTIFICATE HOLDER This box should include the Town of Lyme, NH and its official address. For example: Town of Lyme, NH One High Street Lyme, NH 03768	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. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
This box should contain the Town of Lyme, NH and its officials, agents, employees and volunteers.	This box should specify the facility being used by the group/ entity and include the date(s) of use.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.