



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

TOWN OF WESTPORT **POP-UP SEATING AND POP-UP CAFÉ GUIDELINES**

Approved by the Board of Selectmen on March 14, 2012

The Town of Westport wishes to advance the objectives of the 2007 Town Plan of Conservation and Development through creating more opportunities for Westport residents and others to enjoy downtown while relaxing outside. To this end, the Town of Westport seeks to expand opportunities for outside seating and/or dining during the spring, summer and fall.

Pop-up Seating and/or Pop-up Cafés (“Pop-Ups”) are created by converting parking spaces along the curb lane of a municipal roadway into dining and/or seating areas. They are referred to as “Pop-Ups” because a temporary area is defined for this purpose. These Pop-Ups are proposed to be located on municipal streets where existing sidewalks are currently too narrow to allow for outside seating.

The Board of Selectmen, acting in its capacity as the Traffic Control Authority, regulates the use and safety of public roadways in accordance with the “Procedure for Use of Town-Owned Property, Facilities and/or Public Roadways” dated September 15, 2010 (“2010 Procedures”).

Notwithstanding the provisions of the 2010 Procedures, the Board of Selectmen hereby adopts the following regulations with respect to the issuance of a permit for a Pop-Up to be located on Town roadways.

Regulations and Restrictions:

1. Pop-ups are only allowed in the BCD and BCD/H zones.
2. Pop-ups can project no more than 6' onto a Town roadway.
3. Pop-ups may only be located on one-way streets or in municipal parking lots with one way traffic flows.
4. The cost, design, construction and maintenance of each Pop-up shall be paid for by the sponsoring retail establishment.
5. Pop-ups shall be constructed on a platform that is as flush with the sidewalk as possible. In addition, the Pop-up must allow for easy access to the space underneath, and must be load-bearing at least 750lbs per square foot.
6. Each Pop-up should have some vertical elements (e.g. planters, umbrellas) so that it is visible from vehicles.
7. Each Pop-up must include a continuous physical barrier along the street facing perimeter while maintaining clear visual sightlines to the street.

8. Each Pop-up should be finished with quality materials, preferably using recycled or sustainable harvested products.
9. Table centers and freestanding umbrellas shall be adequately anchored.
10. Lighting (candles or other low level light sources) is permitted. No power extension from the sponsoring establishment across the adjacent sidewalks or roadways is allowed.
11. Standing portable propane heaters are permitted, subject to review and approval by the Fire Department. Electric or fuel heaters other than propane are prohibited.
12. Pop-ups shall not be located in front of a fire hydrant, active driveway, manhole or active utility access point. In addition Pop-ups shall not impede surface drainage.
13. Pop-up permits are valid from April 1st to November 1st of each year. Chairs, tables and appurtenances may only be located on the Pop-up seating area during such time period.
14. Hours of operation for Pop-ups shall be from 6:30am to 11:00pm Sunday through Thursday and from 6:30am to 12:00 midnight Friday and Saturday. No amplified outdoor music is allowed and no music after 9:00pm.
15. Any damage done to the public right-of-way or sidewalk by the sponsoring establishment or by its patrons shall be repaired promptly by the establishment at its expense.
16. The sponsoring establishment shall ensure and be responsible for compliance with all appropriate laws, statutes, and regulations, including but not limited to those regarding the safe handling and servicing of food and beverages.
17. Pop-up seating areas and furnishings should be maintained in an attractive, clean (free from spills, litter and other debris) and safe manner.
18. No trash receptacles of any type shall be added to the Pop-up seating area or adjacent sidewalk.
19. There shall be no additional signage for the Pop-up including any wording, logos or advertisements on umbrellas or seating area and enclosures.
20. Smoking is prohibited at Pop-ups.
21. In the event of a public necessity or emergency where access to the street sidewalk or adjacent building is impaired for any reason, the Pop-up shall be temporarily moved by the sponsoring establishment or emergency responders (i.e. police/fire). All costs associated with the relocation of the Pop-up, or any damage incurred to the Pop-up, in the event of a public emergency or otherwise, shall be borne by the sponsoring establishment.
22. In the event of a pending flood, the Pop-up platform and furnishings should be firmly secured or removed.
23. Failure to adhere to these regulations will result in the revocation of the permit until such time that the violation has been corrected.

Additional Regulations and Restrictions for Pop-Up Cafes

1. Pop-Up Cafés shall comply with the Westport Weston Health District Outdoor Patio Dining Regulations.
2. Pop-up Cafés are limited to restaurants or retail food establishments that have a valid food service establishment permit from the Westport Weston Health District.
3. The restaurants or retail food establishment must have consistently maintained an acceptable food service inspection rating from the Health District during the previous 4 inspection quarters.
4. Table centered umbrellas or other covering are required to protect the eating area and tables from airborne contaminants.
5. Pop-Up Cafés shall comply with all applicable requirements of the Liquor Control Act of the State of Connecticut.
6. No animals are allowed in the Pop-Up Café, with the exception of certified service animals.
7. The area of the Pop-Up Café shall be for the exclusive use of the sponsoring restaurant or retail food establishment.

Permit Procedures/Checklist:

1. The applicant shall apply for a Pop-up Permit from the Board of Selectmen on an annual basis. The applicant shall provide a plan showing the area intended for outdoor dining or seating, the proposed seating area, the barrier fencing and the ingress and egress. In addition, the plan shall also include the dimensions of the seating area and the projection onto the municipal roadway. Such plans shall be prepared by a CT licensed Land Surveyor, Professional Engineer, Architect or Landscape Architect.

2. Before the application is scheduled for Board of Selectmen review, the design plan must first be submitted and approved by the Director of the Department of Public Works, the Fire Chief, the Building Official, the Chief of Police and the Health District.

3. The applicant shall provide an indemnity agreement in a form approved by the Town Attorney (see attached).

4. The applicant shall also provide evidence, in the form of a Certificate of Insurance, of the following insurance:

- a. General liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Worker's Compensation Insurance in such amount as required by law; and
- c. If applicable, liquor liability insurance in the minimum amount of \$1,000,000.

The Certificate of Insurance shall indicate that the *Town of Westport is named as an additional insured on the applicant's insurance policy* and that the policy is effective for the duration of the pop-up permit. (Pop-up permits are valid from April 1st to November 1st of each year)

5. A five thousand (\$5,000) dollar bond in the form of a certified check shall be required to insure the removal of the Pop-up at the end of the season and the restoration, if any, of the roadway or other public property.

6. In the event alcoholic beverages are to be sold, the following shall be presented:

a. a copy of a valid and current liquor permit from the State Liquor Commission; and

b. an application for a patio liquor permit signed by the Director of Planning and Zoning, the Fire Chief and the Westport Weston Health District.

7. The Town of Westport may deny a Pop-up permit or renewal if the sponsoring establishment has a history of violations of any of these regulations, failed to correct any violations when duly noticed, or has any tax delinquencies.

8. Application for a Pop-up Permit shall be accompanied by a non-refundable application fee in the amount of one hundred fifty (\$150) dollars.

9. Return completed application with all required documentation (including fees) to:

Selectman's Office
Westport Town Hall, Room 310
Westport, CT 06880



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APPLICATION FOR USE OF TOWN-OWNED ROADWAYS FOR POP-UP CAFÉ

NAME OF
APPLICANT:

ADDRESS:

TELEPHONE NUMBER:

CONTACT NAME/E-MAIL:

ADDRESS:

TOWN ROAD TO BE USED:

BOND & INDEMNITY AGREEMENT RECEIVED:		DATE
	_____ Gail Kelly, Assistant Town Attorney	_____
APPROVALS (must be received PRIOR to placement on BOS Agenda):	_____ Chief Foti Koskinas, Westport Police Department	_____
	_____ Chief Andrew Kingsbury, Westport Fire Department	_____
	_____ Stephen Edwards, Public Works Department	_____
	_____ Steve Smith, Building Official	_____
	_____ Mark Cooper , Westport/Weston Health District	_____
	_____ Eileen Francis, for Board of Selectmen/Traffic Authority (BOS Approval _____)	_____



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INDEMNITY (HOLD HARMLESS) AGREEMENT (REV. 11/2016)

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** in the Town for the purpose of holding _____ on _____.

OR

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

THEREFORE, in consideration of receipt of said permission, Indemnitor agrees 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 or activity in the Town for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

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.

WITNESS(ES)

INDEMNITOR(S)

STATE OF CONNECTICUT:

ss: Westport, Connecticut, _____ 20_____

COUNTY OF FAIRFIELD:

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

Commissioner of the Superior Court/
Notary Public