Town of Westport
Planning and Zoning Department
Town Hall, 110 Myrtle Avenue
Westport, CT 06880
Tel: 203-341-1030 | Fax: 203-454-6145
www.westportct.gov

OFFICE USE ONLY:

Submission Date: _____

TEMPORARY PERMIT APPLICATION FOR OUTDOOR ACTIVITIES – EXECUTIVE ORDER 7MM

WESTPORT PLANNING AND ZONING

INSTRUCTIONS: Complete all applicable sections and attach all documentation as requested below. Once a *complete* application has been submitted, the P&Z Department will facilitate review by all other relevant Departments. The Town reserves the right to request additional documentation before the application is deemed complete. A decision will be submitted to the applicant via email or regular mail as indicated below.

Please submit the completed application and diagrams to: pandz@westportct.gov

APPLICANT:

Applicant Business Name: _____
Applicant Business Address: _____

Point of Contact Name: _____ Title: _____
Point of Contact Daytime Tel. #: _____ Email: _____

PROPOSED ACTIVITY:
- ☐ OUTDOOR FOOD AND BEVERAGE SERVICE
- ☐ OUTDOOR DISPLAY OF RETAIL GOODS

LOCATION:
- ☐ ON-PREMISES
- ☐ NEARBY PRIVATE PROPERTY
- ☐ TOWN-OWNED OR PUBLIC PROPERTY:
  - ☐ Sidewalk/Non-Vehicular Public Right of Way
  - ☐ Public Street/ Vehicular Rights of Way/On-Street Parking

If Nearby Private Property or Town-Owned/Public Property (as applicable):
Property Address (where Activity is proposed) : _____
Property Owner: _____
Property Owner Daytime Tel. #: _____ Email: _____

DATE(S)/HOURS: Proposed Activity date(s), including requested permit end date and proposed hours of operation: _____

STRUCTURE(S): ☐ YES ☐ NO

SITE PLAN: At a minimum, submit a drawing/illustration roughly to scale or dimensioned and depicting with reasonable accuracy the outdoor area that is proposed to be used and what structures, if any, are proposed to be placed, built or erected in the outdoor area, including the number of tables and chairs and their location.

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NARRATIVE: Explain the proposed Activity and any noise, waste management, odor, light pollution and/or environmental impacts and how these issues will be managed. Attach additional sheet if necessary.

_____

_____

_____

_____

CERTIFICATION: Submit a copy of the self-certification to the State of CT Department of Economic and Community Development submitted via the following link: https://business.ct.gov/recovery

INDEMNITY AND INSURANCE: For Activities proposed on Town-owned or public property, sign and submit the attached "Indemnity and Hold Harmless Agreement" and provide a Certificate of Insurance evidencing the insurance required by that agreement. The insurance must list the Town of Westport as an additional insured.

All information submitted above is true and accurate to the best of my knowledge. I understand that the application is considered complete when all information and documents required by the Town have been submitted in proper form. I understand that any approval of this permit is subject to ongoing compliance with any and all state or local executive orders in effect and any rules and guidelines issued by state or local agencies pursuant to such executive orders, including but not limited to those attached to this application form, in addition to all ap-plicable federal, state and local laws, rules and regulations, including but not limited to the Americans with Disa-bilities Act.. I certify that the Applicant Business is currently in compliance with any and all such executive or-ders, rules, guidelines, laws and regulations.

Applicant Business Signature: _____
Print Name: _____
Date: _____

Property Owner Signature: _____
Print Name: _____
Date: _____

TOWN OF WESTPORT
PLANNING & ZONING DEPARTMENT
Town Hall, 110 Myrtle Avenue
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Phone(203) 341-1030, Fax (203) 454-6145

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OUTDOOR ACTIVITIES – EXECUTIVE ORDER 7MM

Westport Planning and Zoning

TOWN OF WESTPORT USE ONLY

Received by: _____ **Date:** _____

Fire Marshall Approval: _____ **Date:** _____

Police Dept. Approval: _____ **Date:** _____

Health Dept. Approval: _____ **Date:** _____

Building Official Approval: _____ **Date:** _____

Public Works Dept. Approval _____ **Date:** _____

Zoning Official Approval: _____ **Date:** _____

Traffic Authority Approval (if applicable): _____ **Date:** _____

This permit issued is temporary and shall be valid only for the duration of the public health and civic preparedness emergency, unless earlier modified, extended or terminated by Executive Order issued by Governor Lamont.

APPROVED

BY: _____

DATE: _____

GOOD NEWS! the P&Z Commission at their 7/23/20 meeting adopted Text Amendment #783 resulting in adoption of local zoning regulations continuing the Outdoor Activities until March 31, 2021 to offset any concerns about the current rules expiring when the Governor's Emergency Declaration expires on Sept. 9, 2020.

WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

OUTDOOR ACTIVITY PERMITTEE

INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised May 2020)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 20___, by _____ [PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY OBTAINING THE PERMIT] ("Indemnitor") of _____ (PRINT ADDRESS) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, Indemnitor has submitted an application (the "Application") for the Town's **permission to use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises")** for the following Outdoor Activity [PRINT NAME OF Activity]: _____ (the "Activity") beginning _____ (earliest start date, including set-up) and ending _____ (latest end date including breakdown and rain date),

NOW THEREFORE, in consideration of Indemnitor's receipt of said permission from the Town, Indemnitor agrees as follows:

1. Permission to use the Premises for the Activity may be revoked by the Town immediately upon the breach by Indemnitor of any term of this Agreement or any term or condition of the approved Application. This Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the Premises or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate at the Activity, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises.
3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Parks and Recreation, (ii) relinquish use of the Premises upon expiration or termination of the Activity in the same condition as it was prior to its entrance on the Premises, (iii) remove all litter, trash and other refuse from the Premises following the conclusion of its use, and (iv) use the Premises in strict compliance with the terms and conditions of the approved Application and all policies, procedures and conditions relating to the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.
4. Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from Indemnitor's use of the Premises.

5. Indemnitor shall obtain the following insurance coverages covering the Indemnitor's obligations under this Agreement, including without limitation claims by participants in the Activity, from companies with an A.M. Best rating of A- (VII) or better:

    a. **Commercial General Liability insurance** including Products and Completed Operations. Limits shall 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) per location; and Products and Completed Operations aggregate limit of $2,000,000. For each policy required by this Agreement, the Indemnitor is required to provide the amount of insurance specified in this Agreement or the amount of insurance that the Indemnitor actually has, whichever is higher.**

        i. <u>If drones are permitted at, on or above the Premises</u>, this coverage must include **drone liability insurance** for the limits above.

        ii. <u>If children at the Activity will be under the care, custody or control of the Indemnitor or any employee, volunteer, or other agent of the Indemnitor or any subcontractor of the Indemnitor</u>, this coverage shall include **Abuse and Molestation liability insurance** with a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for the actual or threatened abuse or molestation of anyone or any person while in the care, custody or control of any Indemnitor.

        iii. <u>If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Activity or (ii) an alcoholic beverage permit is obtained</u>, **Liquor Liability insurance** in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, unless the Activity is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.

        iv. <u>If automobiles are an integral part of the Activity (car shows, road rallies, touch-a-truck, filming from automobiles, and the like)</u>, **Automobile insurance** in the amount of $1,000,000 each accident combined single limit covering bodily injury and property damage for all owned, hired and non-owned autos.

        v. <u>If Indemnitor has employees</u>, **Workers Compensation insurance** required by statute with Employer's Liability limits for at least the amounts of liability for bodily injury by accident of $500,000 each accident, bodily injury by disease of $500,000, and $500,000 disease aggregate, including a waiver of subrogation in favor of the Town.

        vi. <u>If Indemnitor is renting a Town building</u>, **Damage and Rented Premises insurance** in the amount of $500,000 per occurrence.

6. Indemnitor shall provide the Town with Certificate(s) of Insurance on Acord 25 (2016/03) or later edition evidencing all insurance policies required by this Agreement, and all such Certificate(s) of Insurance, shall:

    a. Name the "Town of Westport" as an **additional insured** and include **ISO Form CG 20 12 04 13 ("Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations")** or equivalent (except that this is not required for Workers Compensation insurance), and

    b. 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, and

    c. Contain a **waiver of subrogation** in favor of the Town, and

    d. Contain a **broad form contractual liability** endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of Indemnitor under this Agreement, and

    e. Declare all **deductible and self-insured retentions**, and all such deductibles and self-insured retentions are subject to the approval of the Town.

    f. Show that policies are in effect for all of the days of the Activity; otherwise a renewal certificate is required.

    g. Require notice of cancellation to the Town according to policy provisions.

7. If a **high risk third party, as determined by the Town,** will be authorized to participate at the Activity, the third party shall execute and deliver a separate Indemnity and Hold Harmless Agreement and provide the insurance coverages required hereby.

8. This Agreement and the Town's permission to use the Premises shall not be assigned by Indemnitor without the prior written approval of the Town's First Selectman, the Director of Parks and Recreation, or the Farm Director.

9. This Agreement and the Application and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. No provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectman or the Director of Parks and Recreation. Any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement shall be binding on Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

[NAMES APPEAR ON FOLLOWING PAGE]

WITNESS

_____

Print Name:
Print Address:

INDEMNITOR

_____

Print Name of the Corporation, LLC, or other Entity

By_____
Signature of Authorized Signatory
Print Name:_____
Print Title:_____

IMPORTANT NOTE:

PLEASE SEND A COPY OF THIS AGREEMENT TO YOUR INSURANCE BROKER OR COMPANY SO THAT THEY UNDERSTAND YOUR INSURANCE OBLIGATIONS BEFORE THEY ISSUE YOUR CERTIFICATE OF INSURANCE