

Board of Selectmen Special Meeting
Notice & Agenda
June 2, 2020
REVISED TO INCLUDE ITEM #2

Notice is hereby given that the Westport Board of Selectmen, acting in its capacity as the Local Traffic Authority (LTA), will hold a special meeting on Tuesday, June 2, 2020 at 9:00 a.m.

Pursuant to the Governor's Executive Order No. 7B, there is no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020. Emails to the LTA prior to the meeting may be sent to selectman@westportct.gov. Comments to be read during the public comment portion of the meeting may be emailed to BOScomments@westportct.gov. We will use our best efforts to read public comments if they are received during the public comment period, include your name and are brief; no longer than 3 minutes.

AGENDA

1. To take such action as the meeting may determine and as recommended by Condition #4 of the Planning and Zoning Commission's special permit #17-043, to review the trucking route plans proposed by the Aquarion Water Company for bringing equipment and materials to the water tank construction site located on North Avenue in Westport.

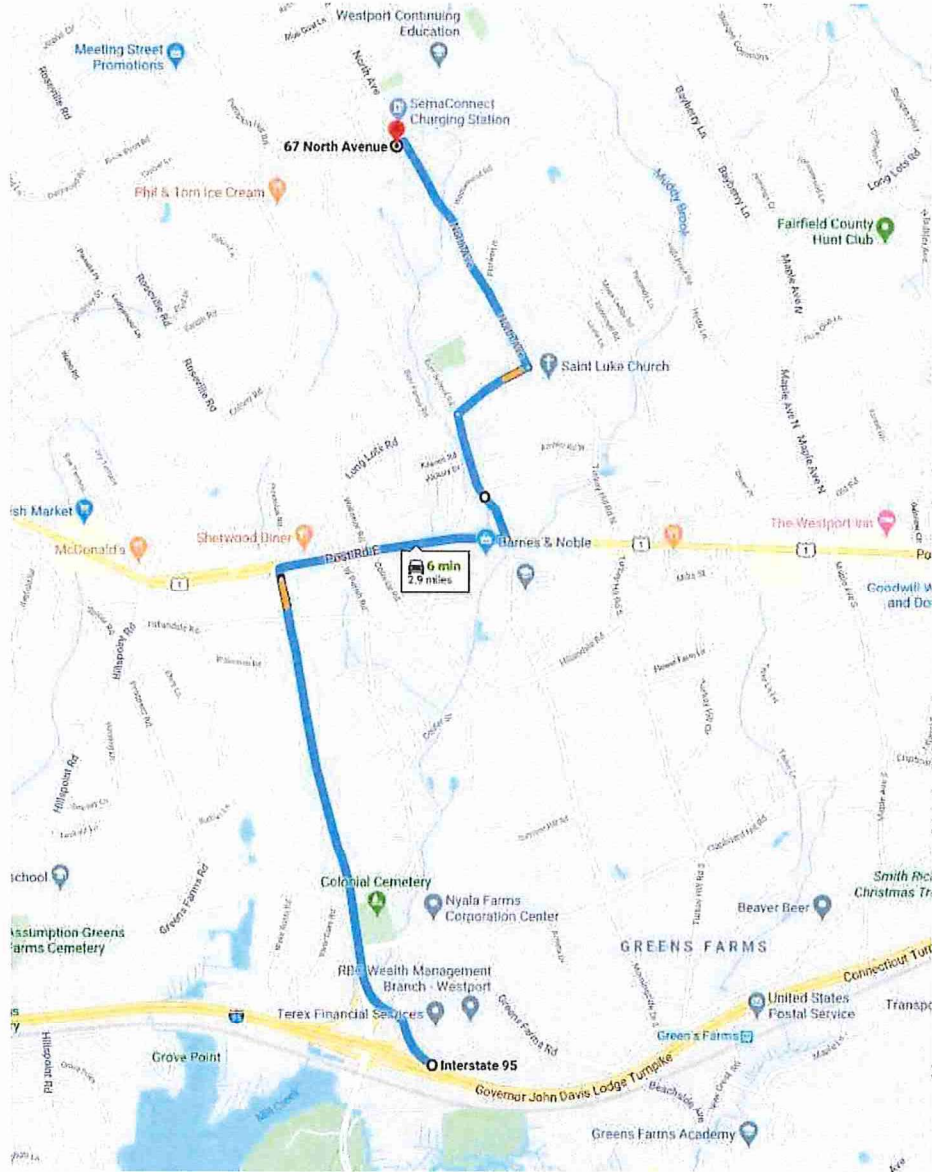
Revision #1

2. To take such action as the meeting may determine to approve the request from the Downtown Merchants Association to close 1) Church Lane on Wednesdays through Saturdays from 10:00 AM to 10:00 PM; and 2) Main Street from Post Road East to Avery Place on Tuesdays, Thursdays, Saturdays and Sundays from 10:00 AM to 6:00 PM, during the time period commencing June 1, 2020 through and including August 31, 2020, contingent upon compliance with comments from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities and Public Roadways, as amended due to the Covid-19 pandemic.

James S. Marpe
First Selectman

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or eflug@westportct.gov at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

1. To take such action as the meeting may determine and as recommended by Condition #4 of the Planning and Zoning Commission's special permit #17-043, to review the trucking route plans proposed by the Aquarion Water Company for bringing equipment and materials to the water tank construction site located on North Avenue in Westport.



NOTE:
 IMAGE SOURCE [HTTPS://WWW.GOOGLE.COM/MAPS](https://www.google.com/maps)

AECOM	NORTH AVENUE TANK REPLACEMENT AQAURION WATER COMPANY EQUIPMENT, MATERIALS, AND DELIVERY ROUTE		
	SHEET REFERENCE:	SCALE: NTS	DATE: 5/7/2020
			SK-1

2. To take such action as the meeting may determine to approve the request from the Downtown Merchants Association to close 1) Church Lane on Wednesdays through Saturdays from 10:00 AM to 10:00 PM; and 2) Main Street from Post Road East to Avery Place on Tuesdays, Thursdays, Saturdays and Sundays from 10:00 AM to 6:00 PM, during the time period commencing June 1, 2020 through and including August 31, 2020, contingent upon compliance with comments from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities and Public Roadways, as amended due to the Covid-19 pandemic.

APPLICATION FOR USE OF TOWN-OWNED PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS
 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	Westport Downtown Merchants Association	
FUNDRAISING ENTITY (If applicable)	N/A	
ADDRESS	56 Church Lane, Westport	
CONTACT NAME	Randy Herbertson	CELL #: 203 212 3461
E-MAIL ADDRESS	Randy@thevisualbrand.com	
NAME OF EVENT	Re-opening Downtown Westport	
INDIVIDUAL IN CHARGE (on-site on day of event)	Not an event.	CELL #: —
# OF PARTICIPANTS	General Public	Admission Charge (If Any):
DATE(S) OF EVENT		
START DATE & TIME (including set up)	See Attached.	
END DATE & TIME (including breakdown)		
TOWN PROPERTY & ROAD(S) TO BE USED	Main Street (Post to Avery) and Church Lane.	

****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**

Please check any of the following that will be brought onto, provided, or used at the event:

Food/Beverages _____ Alcohol _____ Drones _____ Automobiles _____

Tents over 10'x10' _____ Bouncy House _____ (w/prof. installation and trained staff on site)

Third parties providing any of the above are required to sign the Town's Indemnity/Hold Harmless and provide Insurance.

APPLICANT CHECK LIST:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Application | <input type="checkbox"/> Processing Fee = \$100 | <input type="checkbox"/> Certified Check = \$1,000 | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Event Permittee Indemnity and Hold Harmless Agreement | <input type="checkbox"/> Third Party Provider Indemnity and Hold Harmless Agreement | | |
| <input type="checkbox"/> Map/Route/Set-Up | <i>(only if providing tents, inflatables, valet services, fireworks, etc.)</i> | | |

BELOW FOR OFFICE USE ONLY:

INSURANCE & INDEMNITY AGREEMENT RECEIVED:	_____	DATE	_____
	Eileen Lavigne Flug, Assistant Town Attorney		
APPROVALS	_____		
	Board of Selectmen/Traffic Authority/BOS Office (BOS Approval Date, if applicable _____)		

	COMPLETED
Processing Fee (\$100)	
Certified Check (\$1000)	
Certificate of Insurance	
Indemnity/Hold Harmless	
Map / Route / Set-Up	

EVENT PERMITTEE
INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised August 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this 21 day of May, 2020, by Westport Downtown Merchants Assn [PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY OBTAINING THE PERMIT] ("Indemnitor") of 56 Church Lane (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 event [PRINT NAME OF EVENT]: Closing Main Street and Church Lane for Re-opening of downtown. (the "Event") beginning June 1st - August 31st (earliest start date, including set-up) and ending August 31st. (latest end date including breakdown and rain date),

OR

WHEREAS, Indemnitor has requested permission to hang a banner (the "Banner") across Main Street or at Luciano Park or Compo Beach or at _____ location on _____ (date(s)),

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 Event or permission to hang the Banner, as the case may be, 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 hanging of the Banner, as the case may be, 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 Event, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises or the hanging of the Banner, as the case may be.
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 Event 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 Event, 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. If drones are permitted at, on or above the Premises, this coverage must include **drone liability insurance** for the limits above.
 - ii. If children at the Event 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, 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. If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Event or (ii) an alcoholic beverage permit is obtained, **Liquor Liability insurance** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless the Event is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.
 - iv. If automobiles are an integral part of the Event (car shows, road rallies, touch-a-truck, filming from automobiles, and the like), **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. If Indemnitor has employees, **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. If Indemnitor is renting a Town building, **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 Event; 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, (e.g., tent provider, bouncy house provider, valet parking service, fireworks provider) will be authorized to participate at the Event, 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 or hang the Banner, as the case may be, 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]

Application to close downtown Streets for Re-opening Westport Program.

Church Lane: From June 1st to August 31st.

Weds, Thurs, Fri, Sat 10.00am to 10.00pm.

Main Street from Post Road to Avery Place: June 1st to August 31st.

Tues, Thurs, Sat & Sun 10.00am-6.00pm