

# Borough of Downingtown

Municipal Government Center  
4 West Lancaster Avenue  
Downingtown, PA 19335  
610-269-0344  
www.downingtown.org

## OUTDOOR DINING APPLICATION & GUIDELINES

### Minimum Submittal Requirements - The following must be attached to this completed form for the Borough's review:

1. Fee of \$100.00 (Outdoor Dining Permits have a 12-month term, and must be applied for, and issued, every year.)
2. Owner/Applicant Affidavit
3. Copy of valid Pennsylvania Liquor License (if applicant intends to serve alcohol in Outdoor Dining Area)
4. Copy of valid Chester County Health Department License(s)
5. Street or Highway Permit (if applicable)
6. Certificate of Liability Insurance naming the Borough of Downingtown, its officers and employees as additional insured with the following limits: General Liability Aggregate Limit - \$2,000,000.; Each Occurrence - \$1,000,000.; Fire Legal Liability - \$3,000,000. The applicant shall also execute an indemnity agreement in favor of the borough.
7. A scaled site plan including the following:
  - a. Precise location of Outdoor Dining Area
  - b. Total square footage of existing business
  - c. Total square footage of Outdoor Dining Area
  - d. Calculation of the proposed occupant load. (The occupant load of the Outdoor Dining Area shall be added to the indoor occupant load in order to determine whether adequate fixtures are available or when they may be required.)
  - e. Number of outdoor tables/chairs requested
  - f. Detailed *list* of present restroom facilities

### APPLICANT INFORMATION (Please print clearly):

Restaurant/Business Name: \_\_\_\_\_

Restaurant/Business Address: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_ Email: \_\_\_\_\_  
Phone#: \_\_\_\_\_

Name and address of property owner: \_\_\_\_\_

Name and address of adjacent property owner(s): \_\_\_\_\_

\_\_\_\_\_

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## **OUTDOOR DINING REGULATIONS**

All Permits are subject to the following provisions:

- 1) A minimum ADA-compliant pedestrian walkway shall be maintained with physical barrier separation from tables/chairs.
- 2) Furnishings for the Outdoor Dining Area shall consist solely of movable tables, chairs and decorative accessories. Furnishings must be kept in a state of good repair and in a clean and safe condition at all times.
- 3) The minimum height of umbrellas which project into the required minimum pedestrian walkway width shall be 80 inches. Seating and tables for the Outdoor Dining Area shall be at the same elevation as the public sidewalk. Paint, carpeting, artificial turf, platforms or other surfaces of any kind shall not be permitted at any time on the public sidewalk or in the outdoor seating area. The Outdoor Dining Area or its operation shall not damage, stain or discolor any part of the sidewalk or public right-of-way.
- 4) Umbrellas over tables shall be adequately weighted with a minimum base of no less than 60 pounds.
- 5) There shall be no advertising displayed on umbrellas or tables which are located on the sidewalk directly abutting or adjacent to the outdoor Dining.
- 6) Outdoor Dining Area on public land shall have barriers of delineation as approved by the Codes Department. Barriers of delineation shall be between 36 and no more than 42 inches in height, must be ADA compliant and must be stabilized in a manner to prevent movement. Barriers of delineation must be removed from sidewalks and stored indoors when outdoor table service is not offered unless the Borough approves otherwise. No modifications shall be made to Borough property without approval of the Borough.
- 7) Tables, chairs and all other furnishings or accessories may not be left in place but shall be removed from the sidewalk during non-business hours.
- 8) No tables, chairs or any other fixtures used in connection with an Outdoor Dining Area shall be attached, chained or in any manner affixed to any tree, sign or other public fixture.
- 9) All products served in the Outdoor Dining Area must be in heavy glass or on china with silverware and linens. Outdoor Dining Area shall not utilize disposable products.
- 10) There shall be no temporary signs or banners permitted outside of the Outdoor Dining Area.
- 11) The owner of the Outdoor Dining Area shall be responsible for keeping the pedestrian walkway in front of the premises clean and free of trash and debris.
- 12) Service to Outside Dining patrons shall cease on or before 11 pm prevailing time and clear all tables of food, beverages and customers on or before 12 (midnight) prevailing time.
- 13) Owners of an Outdoor Dining Area must provide table service
- 14) The property owner and applicant shall maintain the Outdoor Dining Area in accordance with all Borough Ordinances and State and Federal laws, as well as rules and regulations promulgated and adopted by the Borough which pertain to this use of Outdoor Dining.
- 15) These regulations shall be binding upon and inure to the benefits of the parties and their heirs, legal representative, successors and assigns.

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## AFFIDAVIT

(To be completed by both owner and applicant)

1. The below named is/are the Owner/Applicant for the property located at \_\_\_\_\_, Borough of Downingtown, Chester County, Pennsylvania.
2. Owner/Applicant has received, read, accepted and understands the conditions outlined in the **OUTDOOR DINING REGULATIONS** which are incorporated herein by reference.
3. In consideration for the Borough allowing the use of the public right-of-way in front of the above property for outdoor dining, Owner/Applicant agrees as follows:
  - a. Owner/Applicant willingly, voluntarily, and without reservation agrees to indemnify and hold the Borough harmless from any and all liability, damages, or loss sustained or alleged to be sustained by reason of any injury of any person or property which may occur as a result of the Outdoor Dining Permit or Owner/Applicant's use of the Property or by that of Owner/Applicant's family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them and Owner/Applicant will, at its own cost and expense, defend, indemnify, protect and save and hold harmless the Borough against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the granting of the Outdoor Dining Permit or the use of the Property by Owner/Applicant or its family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons with either or any of them.
  - b. Owner/Applicant agrees to defend, indemnify, save and hold harmless the Borough from any litigation expense, attorney's fee, losses, liability, damages or costs as may be incurred that arises out of or is in any way related to such claim.
  - c. Owner/Applicant does hereby remise, release, satisfy, quit claim and forever discharge the Borough from any and all actions, claims and demands that Owner/Applicant ever had, now has, or may have against the Borough as a result of the granting of the Outdoor Dining Permit or because of the use of the Property by Owner/Applicant or its family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them.
  - d. Owner/Applicant will maintain liability insurance which shall name the Borough as an additional insured and for which the Borough will be given a current certificate and Owner/Applicant shall provide immediate notification of cancellation or termination of such insurance.

