

TOWNSHIP OF BLOOMFIELD
Municipal Clerk's Office
 1 Municipal Plaza, Room 214
 Bloomfield, New Jersey 07003
 Phone: 973-680-4014
 Fax: 973-680-0048



2021 OUTDOOR/SIDEWALK CAFE LICENSE APPLICATION

Application Fee: Fee waived due to COVID-19

Applicant/Restaurateur:

Name(s): _____

Home Address: _____

Telephone No.: _____ Email Address: _____

Restaurant:

Name: _____

Address: _____ Block: _____ Lot: _____

Telephone No.: _____ Website Address: _____

I hereby certify that I have reviewed the regulations and policies of the State of New Jersey and the Township of Bloomfield in connection with outdoor sidewalk cafés (outdoor food and beverage establishments) and have submitted all necessary paperwork in order for the review and approval of my license. I understand that if any of the information or documentation submitted is willfully false, I am subject to punishment. I submit the following for consideration:

- Plan Design Statement Certificate of Insurance Indemnification & Maintenance Agreement

Date: _____

 Signature of Applicant/Restaurateur

***** ↓ **FOR OFFICE USE ONLY** ↓ *****

Municipal Clerk:

Application Received: _____

Application Included:

1. Plan Design	___ yes ___ no
2. Restaurateur Statement	___ yes ___ no
3. Certificate of Insurance	___ yes ___ no
4. Indemnification & Maintenance Agreement	___ yes ___ no

Approved by:

Police Director: _____ Date: _____

Zoning Officer: _____ Date: _____

Health Officer: _____ Date: _____

Engineering Dept: _____ Date: _____

ALL SIGNATURES ARE REQUIRED FOR APPROVAL

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INSTRUCTIONS FOR OUTDOOR/SIDEWALK CAFE LICENSE APPLICATION

**PURSUANT TO CHAPTER 466 OF THE TOWNSHIP CODE,
THE FOLLOWING SHALL BE SUBMITTED WITH YOUR APPLICATION**

**YOUR PLANS MUST ALSO ADHERE TO THE STATE OF NEW JERSEY EXECUTIVE ORDERS NO. 150, 157 & 158
AND THE STATE OF NEW JERSEY DEPT. OF HEALTH EXECUTIVE DIRECTIVES NO. 20-014 and 20-019**

A summary of these requirements is attached but it is your responsibility to review and adhere to all State requirements

1. PLAN DESIGN:

A survey or diagram of the proposed outdoor/sidewalk café that shall include the following:

- a. Dimensions and square footage of the entire building frontage between the façade and sidewalk or outdoor area intended for use;
- b. Dimensions and square footage of the space to be utilized by all temporary structures, equipment, and apparatus to be used in connection with its operation, including the detailed layout of tables, chairs, planters, awnings, lighting, garbage cans, any necessary power source, etc.
- c. Location of all permanent features/structures within the frontage such as doorways, loading areas, bilco doors, telephone poles, parking meters, electrical boxes, trees, etc.

The diagram must demonstrate that there is a minimum four (4) foot unrestricted pathway for those of all abilities to safely pass unimpeded along the sidewalk or any access thoroughfare.

2. STATEMENT

A separate signed statement by the Applicant/Restaurateur to include the following information:

- a. Proposed outdoor seating or other capacity. (other - ie high top tables with no chairs)
- b. Intended hours of operation. The outdoor/sidewalk café may only operate between the hours of 6:00 AM to 12:00 AM during the months of April through December. Please obtain the required permits for any heating devices or structures.
- c. Description of operations in connection with keeping the area clean and free of litter including methods of disinfection.
- d. Description of closing operations including location to store all temporary furniture and equipment.
- e. Advise whether you intend to serve or allow alcoholic beverages and include your COVID-19 Expansion of Premise Permit.
- f. Any additional information that may assist staff in reviewing the application.

3. INSURANCE

A Certificate of Insurance in the amount of \$500,000.00 naming the Township of Bloomfield as an additional insured and further providing for the payment of not less than \$10,000.00 to satisfy all claims for property damage occurring as a direct or indirect result of the operation of such cafe must be filed with the application.

4. INDEMNIFICATION AND MAINTENANCE AGREEMENT

The Applicant must execute an Indemnification and Maintenance Agreement (provided by the Township), pursuant to which the Applicant agrees to forever defend, protect, indemnify and save harmless the Township of Bloomfield, its officers, agents and employees, from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of or which may arise out of the Applicant's operation of such outdoor/sidewalk cafe. The Applicant also agrees, at the option of the Township, to repair at its sole cost and expense any damage caused to the sidewalk by the operation of the cafe, or to reimburse the Township in full for all costs and expenses incurred by the Township in making such repairs.

**SUMMARY OF
STATE OF NEW JERSEY
DEPARTMENT OF HEALTH
PROTOCOLS FOR FOOD AND BEVERAGE
ESTABLISHMENTS OFFERING OUTDOOR DINING**
EXECUTIVE ORDERS NO. 150 (6/3/20), NO. 157 (6/26/20) & NO. 158 (6/29/20)
EXECUTIVE DIRECTIVES NO. 20-014 (6/3/20) & NO. 20-019 (6/29/20)

SET UP/DESIGN PLAN:

1. Obtain all required municipal approvals and permits.
2. Post conspicuous signage at the entrance that states that no one with a fever or symptoms of COVID-19 should enter the premises and that all staff and customers must maintain six (6) feet of physical distance.
3. **Limit seating to a maximum of eight (8) customers per table and arrange seating to achieve a minimum distance of six (6) feet between parties.**
4. Rope off or otherwise mark tables, chairs and bar stools that are not to be used.
5. Provide physical guides, such as tape on floors, sidewalks, and signage on walls to ensure that customers remain at least six (6) feet apart in line for the restroom or waiting for seating.
6. No self-service food or drink options such as buffets, salad bars, and self-service drink stations.
7. Disinfect all tables, chairs and any other shared items (menus, condiments, pens) after each use.
8. Install physical barriers and partitions at cash registers, bars, host stands and other area where maintaining physical distance of six (6) feet is difficult.
9. Ensure six (6) feet of physical distancing between workers and customers, except at the moment of payment and/or when employees are servicing the table.
10. Require infection control practices, such as regular handwashing, coughing and sneezing etiquette, and proper tissue usage and disposal.
11. Require frequent sanitization of high-touch areas like credit card machines, keypads, and counters to which the public and workers have access.
12. Prepare an inclement weather policy that, if triggered, would allow takeout or delivery service only.
13. The outdoor area must be fully smoke-free. Smoking may be permitted once in-person service is allowed at indoor areas of food or beverage establishments.

EMPLOYEE REGULATIONS:

1. Require employees to wash and/or sanitize their hands when entering the premises.
2. Conduct daily health checks (e.g. temperature screening and/or symptom checking) of employees safely and respectfully, and in accordance with any applicable privacy laws and regulations.
3. Require employees with symptoms of COVID-19 (fever, cough, or shortness of breath) be sent home.
4. Require all employees to wear face coverings, except where doing so would inhibit the individual's health, and require employees to wear gloves when in contact with customers and when handing prepared foods or serving food, utensils, and other items to customers.
5. Provide all employees with face coverings, gloves, and sanitization materials, such as hand sanitizer and sanitizing wipes to staff.
6. Provide employees break time for repeated handwashing throughout the workday.

CUSTOMER INTERACTION:

1. Require that groups stay 6 feet apart, even in areas where groups are not assigned seating;
2. Inform customers that safety measures such as social distancing, wearing face coverings when they are away from their table and unable to social distance or when they are inside the indoor portion of the premises (unless the customer has a medical reason for not doing so or is a child under two years of age), and hygiene practices must be adhered to while in the food or beverage establishment.
3. Encourage reservations for greater control of customer traffic/volume and require customers to provide a phone number when making a reservation to facilitate contact tracing. Alert customers via calls/texts to limit touching and use of shared objects such as pagers/buzzers.
4. Recommend customers wait in their cars or away from the premises while waiting for a table if outdoor wait area cannot accommodate social distancing.
5. Encourage the use of digital menus. Consider alternatives to paper/physical menus such as whiteboards, chalkboards or electronic menus.
6. Decline entry to the indoor portion of the establishment to a customer who is not wearing a face covering, unless the customer has a medical reason for not doing so or is a child under two years of age. Entry to any indoor area of the premises shall only be for entering and exiting the outdoor space, to use the restroom or for customers picking up take-out.
7. Provide hand sanitizer station for customers.

INDEMNIFICATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by and between _____, the Licensee/Applicant, with a place of business located at _____, Bloomfield, New Jersey and the Township of Bloomfield.

WHEREAS, the Licensee/Applicant has applied for a license to operate an outdoor café under Chapter 466 of the Township’s Municipal Code; and

WHEREAS, pursuant to Sections 466-3 and 466-4 of such Code, the Township requires certain undertakings from the Licensee/Applicant in respect to indemnification and maintenance in further consideration of, and as a condition to, the issuance of such License to the Licensee/Applicant; and

WHEREAS, the Licensee/Applicant is willing to give such undertakings to the Township of Bloomfield.

NOW THEREFORE, in further consideration of the issuance by the Township of Bloomfield of a License to the Licensee/Applicant for its operation of an outdoor sidewalk café at its place of business in the Township of Bloomfield, the Licensee/Applicant hereby agrees as follows:

1. To forever defend, protect, indemnify and save harmless the Township, its officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the Licensee’s/Applicant’s operation of such outdoor/sidewalk café; and
2. At the option of the Township of Bloomfield, to either repair, at its sole cost and expense,

any damage caused to the sidewalk by the operation of such outdoor/sidewalk café, or to reimburse the Township of Bloomfield, in full, for all costs and expenses incurred by the Township of Bloomfield by it making any such repairs to the sidewalk.

WHEREUPON, the Licensee/Applicant has caused their duly authorized officer or representative, as the case may be, to execute this Agreement as to the date and year first above written.

Witness

Licensee's/Applicant's Signature

Dated: _____

Dated: _____