



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 ext. 108

COVID-19 EMERGENCY MEASURES

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

No Fee

The 2020 COVID-19 pandemic has caused not only a public health crisis, but also a worldwide and local economic crisis. Public health requirements for social distancing, coupled with indoor business capacity limits, have placed substantial new burdens on businesses as they seek to provide products and services to customers at a volume sufficient to sustain profitability. This is particularly true in relation to small restaurants, cafes, and retail shops.

To make accommodation for businesses dealing with these constraints, the Selectboard wishes to make temporary accommodations that will allow these types of businesses to make use of adjacent public spaces to provide outdoor seating, browsing, or pick-up space for their patrons. This will often involve town sidewalks or parking spaces. Given the intent of this initiative, which is to maintain the vitality of our downtown areas, the Town will waive any fees for this permit or others required to extend temporary service into public spaces licensed for use through this application. Note that other non-town fees may still apply.

Outdoor dining and retail areas of appropriate design, configuration, and appearance can be an attractive and welcome amenity throughout the warmer months of the year. Extended use public space license applications will be reviewed by Town staff and given final approval by the Selectboard or its designee, but may also be subject to additional governmental approvals and the approval of the property owner of the building in which the business is located.

Licenses may be for an extended period, but will be subject to annual or potentially more frequent renewal so as to assure that business operations remain in compliance with the terms of the original approval, alignment with Town interests, and sensitive to any changes in emergency conditions. Note that licenses are not currently intended to be available during the Winter Parking Ban period, which typically runs December 1 – April, but may begin or end earlier or later at the discretion of the Selectboard.

This form must be returned to the Selectboard within a minimum of 10 days prior to the intended operation date. All information must be complete. Questions related to this license application form can be directed through to the Selectboard Office.

**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR
OUTDOOR RETAIL AND DINING
COVID-19 EMERGENCY MEASURES**

Name of Business: _____

Address: _____

Owner Name: _____

Owner Phone: _____

Owner Email: _____

Manager Name: _____

Manager Phone: _____

Manager Email: _____

Intended Use

- Dining: Outdoor food services without alcohol
- Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
- Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

Yes No

Does the plan require the use of a public parking space(s)?

Yes, plans require use of ___ spaces No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

If No, please contact the Planning Department to develop a plan to ensure ADA compliance.

Yes No

Requested term of license period: Start Date: _____ End Date: _____

Latest expected/available end date is November 30, 2020.

Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):

Daily maintenance and cleaning plan:

Plan for securing fixtures during evening and closed hours:

Required Attachments:

- Area Plan: Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- Insurance: The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- Permits and Approvals: If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- Tax Certificate: The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issue unless the applicant and property owner are current on all taxes, fees, and assessments.
- Acknowledgments of Rules and Regulations: The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

(If different from Business owner)

Owner Signature: _____

Landlord signature: _____

Name (printed): _____

Name (printed): _____

Date: _____

Date: _____

APPROVAL BY SELECTBOARD or Designee:

Selectboard Chair or Designee

Date

ADDITIONAL APPROVALS AS NECESSARY

- Town Administrator/ ADA Officer _____
- Health Director _____
- Police Chief _____
- Fire Chief _____
- Building Inspector _____
- Town Planner _____

Town Use Only

Town Internal Routing, with approval received as necessary:

- Selectboard's Office*
- Town Administrator/ ADA Officer*
- Health Director*
- Police Chief*
- Fire Chief*
- Building Inspector*
- Town Planner*

RULES AND REGULATIONS

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

All Temporary Licenses for Use of Public Property for Outdoor Retail or Dining shall be subject to the following Rules and Regulations:

1. Licensees wishing to expand their premises to include outdoor dining areas on Town-owned land, shall make written application to the Selectboard and shall receive the approval of the Board or its authorized agent prior to using any outdoor space.
2. The applicant shall provide a neatly drawn schematic plan depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for picking up take-out food or retail products shall also be shown on the plan. Tables/chairs, clothing racks or shelves shall be separated by at least six feet to provide for social distancing. Take-out food pickup shall also be a minimum of six feet from patron seating areas.
3. The use of the Town's property shall be limited to the area designated in the plan and the Licensee shall not allow its operations to encroach upon any other portion of the Town's property, and such use shall not interfere with the use of other public sidewalks or parking areas by members of the public.
4. Approval to use an outdoor area shall not result in an increase in the total number of seats authorized for a food service establishment unless such increase is approved by the Board of Health for food and the Selectboard/ABCC for alcohol; such that the number of seats permitted inside the establishment shall be reduced by the number of seats allowed outside the establishment.
5. Outdoor food preparation shall not be allowed unless separately and formally authorized by the Board of Health.
6. The Licensee and property owner shall be current on all taxes and fees owed to the Town and shall not be subject to any outstanding suspensions or enforcement orders.
7. If the establishment intends to serve alcohol in the outdoor area, the permit holder shall apply for and receive approval of an alteration of premises from the Selectboard and the ABCC (unless a change in law provides an exemption from this requirement).
8. If the establishment intends to use the outdoor area for entertainment, the permit holder shall obtain a permit from the Selectboard.
9. The outdoor area shall physically abut the primary premises, such that staff and patrons shall not have to cross streets, private property or parking lots to access the outdoor area.

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10. For Licensees that intend to sell alcohol, the outdoor area shall be physically designated with ropes, fencing or other barriers and no space outside the designated area shall be used for the service of alcohol.
11. The Licensee shall comply with and enforce all rules, orders and guidance of the Governor, the Department of Public Health and the Town of Montague Board of Health relative to COVID-19 safety measures, including but not limited to gathering size limits and face covering requirements.
12. The Licensee shall be solely responsible for cleaning the outdoor area and securing tables, chairs and equipment when the area is not in use.
13. The Business Owner shall carry Workers' Compensation Insurance as required by the Commonwealth of Massachusetts for all employees and those of its contractors and/or subcontractors, as well as Commercial General Liability in the amount of \$1,000,000 individual and \$2,000,000 aggregate. The Town shall be specifically named as an "additional insured" for General Liability coverage and for Liquor Liability coverage, where applicable. Business Owner shall furnish a certificate of insurance to the Town prior to commencing activities on the public space. Insurance shall be maintained for the full term of this license and where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing the same.
14. Licensee acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to serve alcohol and/or food in the outdoor area and that nothing herein shall be deemed to waive Licensee's obligations to apply for and comply with all such permits, approvals and conditions governing the use of the outdoor area and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted. The Town will waive its own fees for permits deemed essential to establishing and maintaining the outdoor operation.
15. Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by the Licensee.
16. Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during at the expiration of this License. All such items shall be removed no later than the last effective date of this License.
17. Licensor makes no representation as to the operation, presence, or adequacy of any utilities and Licensor has no obligation to supply any such utilities to the Premises.
18. Licensee shall at all times comply with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

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19. Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.
20. Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Town with regard to the collection and disposal of refuse or debris.
21. The Town is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.
22. Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.
23. Licensee shall not conduct any operations upon the Premises except for those that are expressly authorized by the terms of the License.
24. Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.
25. Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.
26. The Town reserves the right and the Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's use.
27. This License is terminable at any time by the Town for any violation of these Rules and Regulations or any other applicable law or for convenience.
28. This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.
29. This License may not be modified except in writing, duly executed by both parties.
30. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,

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however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I, _____, hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.

Name:

Date: