

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



2022 OUTDOOR DINING/SIDEWALK CAFE LICENSE APPLICATION

Application Fee: Fee waived for 2022

Applicant/Restaurateur:

Name(s): _____

Home Address: _____

Telephone No.: _____ Email Address: _____

Restaurant:

Name: _____

Street Address: _____ Block: _____ Lot: _____ Zone: _____

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 dining/sidewalk cafés (outdoor food & 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 TOWNSHIP 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 DINING/SIDEWALK CAFE LICENSE APPLICATION

THE FOLLOWING SHALL BE SUBMITTED WITH YOUR APPLICATION:

1. PLAN DESIGN:

A survey or diagram of the proposed outdoor dining/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. Any use of an onsite parking lot in a residential zone is limited to ten percent (10%) of your parking.
- 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. Be advised that NO amplified music is permitted at any time.
Also be advised that your outdoor dining shall not consist of pre-fixed, coordinated banquet-type events attended by more than 20 people, but shall include only an expansion of the regular dining activity offered by your restaurant.
- 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 dining/sidewalk café shall only operate between the hours of 6:00 AM to 10:00 PM Sunday through Thursday and 6:00 AM to 11:00 PM on Friday and Saturday during the months of April through November 2022. You must 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 outdoor dining/sidewalk 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 dining/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 or other Township property by the operation of the outdoor dining/sidewalk cafe, or to reimburse the Township in full for all costs and expenses incurred by the Township in making such repairs.

INDEMNIFICATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between _____, the Licensee/Applicant, with a place of business located at _____, Bloomfield, New Jersey and the Township of Bloomfield, 1 Municipal Plaza, Bloomfield, New Jersey.

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 outdoor dining or 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 dining/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 or other Township property by the operation of such outdoor dining/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 or other Township property.

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: _____