

GUIDELINES

Extension of Premises: Outdoor Dining Area on Private Property/Parking Lot

This guidance is a step-by-step instruction manual if you would like to use a private parking lot or land adjacent to your restaurant to allow for outdoor dining to increase business activity and revenues in a safe and responsible way during the COVID-19 pandemic.

Before the parking lot or private property adjacent to the restaurant is used for the benefit of the restaurant, the owner or designee shall submit the following information to the Board of Selectmen's office via email at jkemalian@town.canton.ma.us

Your application will be shared with the following departments for approval

Name	Email Address
Zoning Department: Ed Walsh, Building Commissioner	ewalsh@town.canton.ma.us
Fire Department: Chief Charles Doody, Fire Chief	cdoody@town.canton.ma.us
Police Department: Chief Ken Berkowitz, Police Chief	kberkowitz@town.canton.ma.us
Board of Health: Barbara Reardon, Director	breardon@town.canton.ma.us

REQUIRED DOCUMENTS

- I. **Basic Information** – fill out the attached form and include it with your submittal.
- II. **Letter of Permission**, if applicable – If the parking lot is not owned by the restaurant, submit a letter of permission from the owner of the parking lot indicating permission to use it for outdoor dining.
- III. **Letter(s) of Acknowledgement**, if applicable – If other businesses and/or residents share the use of the parking lot, submit letter(s) of acknowledgement of this plan from all other users.
- IV. **Plan** – submit a drawing showing the parking lot you would like to use for outdoor dining that includes the following information:
 - a. Dimensions of the entire parking lot. Include the total number of spaces and handicap spaces.
 - b. Dimensions of the portion of the parking lot to be used for outdoor dining. Include the number of spaces that will be used for dining.
 - c. Locations of curb cuts with accessible ramps to the parking lot, if applicable.
 - d. Layout of tables and chairs.

NOTE: Tables must be 6' apart to facilitate social distancing.
 - e. Dimensions of tables.
 - f. Photo or description of barriers to be used to protect diners from vehicles and their locations (i.e. at entrance(s) to parking lot, around the portion of the lot being used for outdoor dining, etc.).

The outdoor dining area and barriers must be accessible and meet ADA and Massachusetts Architectural Access Board's regulations. <https://www.mass.gov/law-library/521-cmr>. This information is also included in this guidance packet.

- V. **Alternative Parking Area(s)** – describe or indicate on a map, other areas where customers could park when visiting your establishment
- VI. **Insurance Requirements** – please see below for insurance coverage requirements and submit with application
- VII. **Outdoor Dining COVID-19 Safety Protocol Plan** – fill out the attached form and include it with your submittal
- VIII. **Outdoor Dining COVID-19 Safety Protocol Affidavit** – review the attached affidavit and include the signed document with your submittal.

Responsibilities of the Restaurant

The restaurant, through its owner and/or manager, is responsible for the following as it pertains to the use of the parking lot for outdoor dining:

1. Adherence to the plans and documents submitted, reviewed, and approved;
2. Procurement of tables, chairs, disinfecting stations, and any other physical items that will be used in the outdoor dining area;
3. Procurement and installation of temporary safety barriers to protect diners from vehicles; and
4. Provide evidence of liability insurance in amounts shown below, to the Town covering the new dining space. Provide a Release of Liability and Defense of Claims forms and name the Town as an additional insured.
5. Means of egress must satisfy the MA State Building Code
6. No tents or umbrellas
7. No decorations or banners (as they are combustible)
8. No temporary heat
9. Adequate exterior lighting must be provided.

Rights of the Town of Canton

The Town of Canton reserves the right to revoke its permission to allow the use of the parking lot for outdoor dining for the following reasons:

1. The operation of the outdoor dining area is not in compliance with submitted safety protocols;
2. The outdoor dining area is not facilitating safe passage in accordance with Americans with Disability Act requirements.
3. The Health Agent, Chief of Police, and/or their designees determine that the operation of the outdoor dining area is negatively impacting public health and safety.

BASIC INFORMATION

1. Business name:

2. Business address:

3. Business phone number:

4. Owner/manager:

5. Owner/manager email address:

6. 24-hour contact number (In case of issues outside of normal business hours):

7. Business hours of operation:

8. Who owns the parking lot? _____

If the business owner is not the owner of the parking lot, submit a letter from the owner authorizing the use of the lot by the restaurant.

9. How many OTHER businesses share the parking lot besides the restaurant?

If the restaurant is not the only user of the parking lot, the other users of the lot must indicate their knowledge and support of the use of the lot for outdoor dining by submitting signed acknowledgement of the restaurant's plans.

10. How many tables and chairs would you like to put in the outdoor dining area?

NOTE: Tables must be at least 6' apart to facilitate social distancing.

11. For current liquor license holders only: The ABCC is allowing license holders to apply to extend their license temporarily to serve in the approved outdoor area. Are you applying to extend your licensed premises to the outdoor area? (please note: license holders must abide by ABCC regulations on serving alcohol in an outdoor area. Those guidelines can be found here: <https://www.mass.gov/doc/abcc-advisory-regarding-guidelines-for-extension-of-premises-to-patio-and-outdoor-area/download>)

YES NO

OUTDOOR DINING COVID-19 SAFETY PROTOCOL PLAN

I. Social Distancing. Check the boxes to certify that you have:

- Ensured that all persons, including employees and customers in the outdoor dining area, remain at least six feet apart to the greatest extent possible.
- Established protocols to ensure that employees can practice adequate physical distancing.
- Posted signage for safe physical distancing.
- Required face coverings or masks for all employees that cover their mouth and nose.

II. Hygiene Protocols. Check the boxes to certify that you have:

- Provided hand washing capabilities throughout the workplace.
 - Ensured frequent hand washing by employees and provided adequate supplies to do so.
 - Provided regular sanitization of high touch areas, such as workstations, equipment, screens, tables and chairs, perimeter barriers, doorknobs, restrooms.
 - Implemented additional procedures. Please describe them here:
-

III. Staffing and Operations. Check the boxes to certify that you have:

- Provided training for employees regarding the social distancing and hygiene protocols.
 - Ensured employees who are displaying COVID-19-like symptoms do not report to work.
 - Implemented additional procedures. Please describe them here:
-

IV. Cleaning and Disinfecting. Check the boxes to certify that you have:

- Established and maintained cleaning protocols specific to the outdoor dining area.
 - Ensured that when an active employee is diagnosed with COVID-19, cleaning and disinfecting is performed
 - Prepared to disinfect all common surfaces at intervals appropriate to said workplace.
 - Implemented additional procedures. Please describe them here:
-
-

Signature of Owner/Manager

Print Name

Date

**AFFIDAVIT
OUTDOOR DINING COVID-19 SAFETY PROTOCOL**

I, _____ (write name) being the owner or manager
of _____ (name of restaurant) located at
_____ Canton, MA, acknowledge and accept the
responsibilities of maintaining a clean and safe outdoor dining experience for guests and for
staff in the outdoor dining area through the diligent adherence to the Outdoor Dining COVID-19
Safety Protocol Plan submitted along with any and all mandatory state safety standards for
workplaces and outdoor dining.

Signature of applicant

Date

Print Name

REQUIREMENTS FOR ACCESSIBILITY

Dining must be accessible and meet ADA and Massachusetts Architectural Access Board's regulations. <https://www.mass.gov/law-library/521-cmr>

521 CMR 17.00: RESTAURANTS

17.2 SEATING

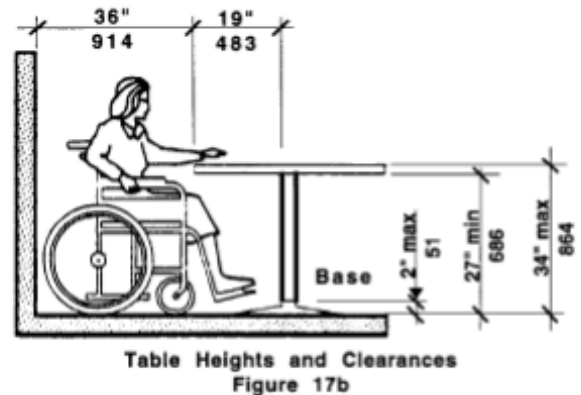
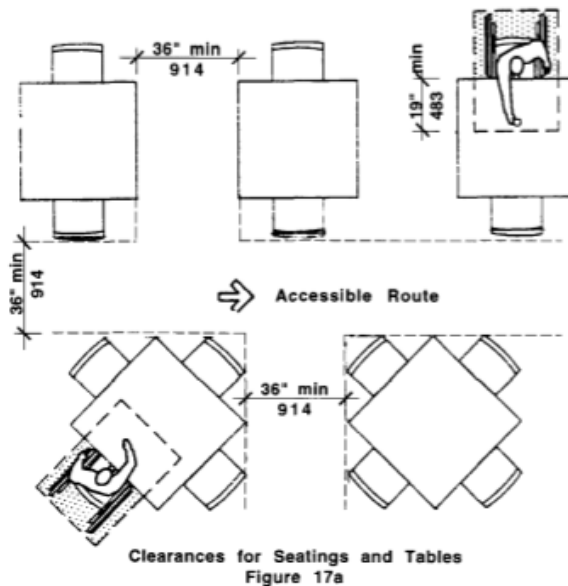
At least 5% but not less than one, of the tables shall be accessible, be on an accessible route, and in compliance with the following:

17.2.2 A 36-inch (36" = 914mm) access aisle shall be provided between all accessible tables. No seating shall overlap the access aisle. See Fig. 17a.

17.2.3 Clear floor space as defined in 521 CMR 5.00: DEFINITIONS shall be provided at each seating space. Such clear floor space shall not overlap knee space by more than 19 inches (19" = 483mm). See Fig. 17a.

17.2.4 Knee Clearances: If seating for people in wheelchairs is provided at tables or counters, knee spaces at least 27 inches (27" = 686mm) high, 30 inches (30" = 762mm) wide, and 19 inches (19" = 483mm) deep shall be provided. See Fig. 17b.

17.2.5 Height of Tables or Counters: The tops of accessible tables and counters shall be from 28 inches to 34 inches (28" to 34" = 711mm to 864mm) above the finish floor or ground. See Fig 17b.

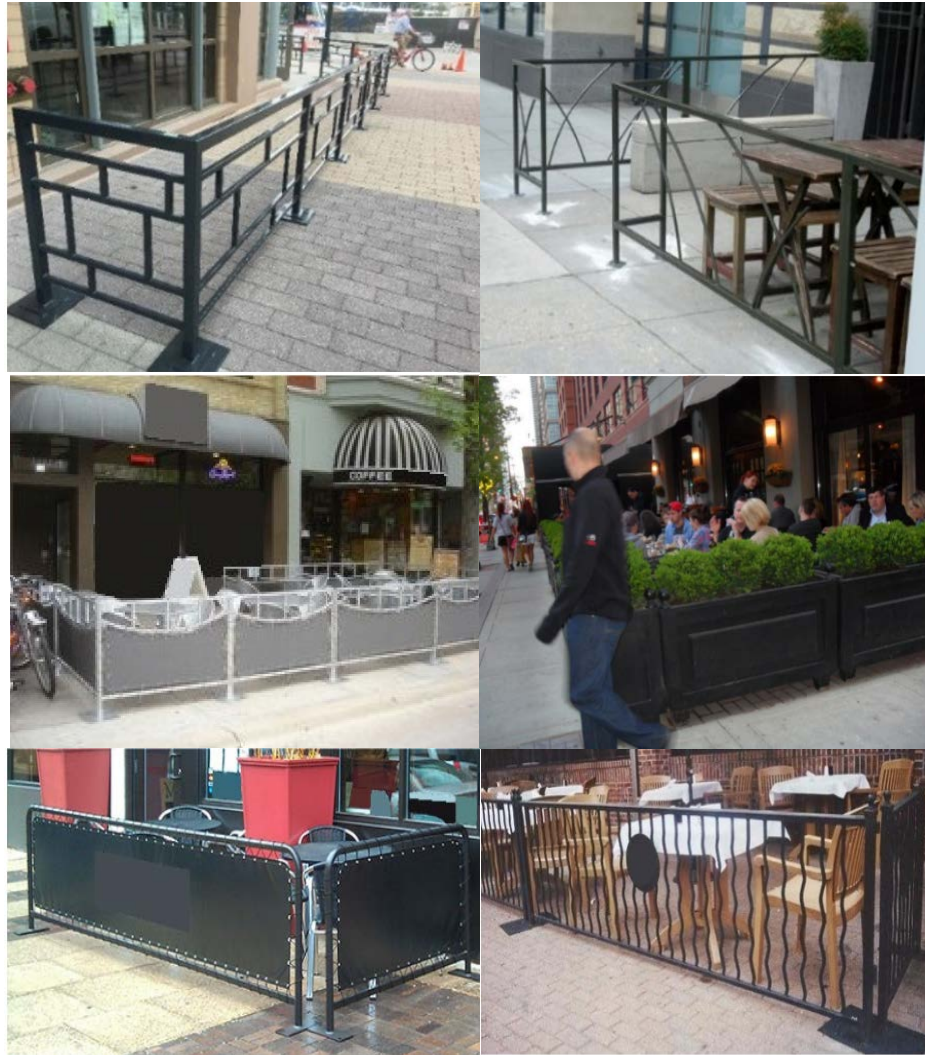


ACCEPTABLE BARRIERS

Barriers placed around the perimeter of the outdoor dining area must meet the following requirements:

- Height: Between 36" – 38" in height
- Not Permanent: Free-standing, stable, and easily removed
- Continuous Rail: They must have a continuous rail 2" to 6" from the sidewalk or parking space surface
- Base: The base of the barrier must be flat, with less than ½" thickness and placed so that it extends less than 6" into the areas around the outdoor dining area.

SAMPLES OF ACCEPTABLE BARRIERS



INSURANCE REQUIRMENTS

The Restaurant Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. In addition, the Restaurant Owner shall carry Comprehensive Public Liability and Property Damage Liability Insurance with limits hereinafter set forth to cover the Restaurant Owner and its contractors and subcontractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive Public Liability and Property Damage Liability Insurance shall insure against all claims and demands for personal injury and property damage with respect to the sidewalk dining facilities and services, with limits of One Million Dollars (\$1,000,000) for property damage, One Million Dollars (\$1,000,000) for injury or death to one (1) person, and Two Million Dollars (\$2,000,000) for injury or death of more than one (1) person in a single accident. If such limits are not commercially available at a reasonable cost to the Restaurant Owner, such insurance may be maintained at such lower limits that are commercially available at a reasonable cost; provided, however, that the Restaurant shall notify the Town in advance of the effective date of any such lower limits. The Town shall be named as an "additional insured" in all policies for such insurance and the Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under these regulations. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing the same.

The Restaurant Owner shall carry the following lines of insurance:

- General Liability insurance in the amount of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. The Town and affiliates shall be afforded Additional Insured status on a primary and non-contributory basis. A Waiver of Subrogation shall be afforded in favor of the Town and its affiliates.
- If alcohol is being served, Liquor Liability coverage will be afforded in the amount of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. The Town and affiliates shall be afforded Additional Insured status on a primary and non-contributory basis. A Waiver of Subrogation shall be afforded in favor of the Town and its affiliates.
- Auto Liability insurance with a Combined Single Limit of \$1,000,000, including all owned, non-owned and hired vehicles. The Town and affiliates shall be afforded Additional Insured status on a primary and non-contributory basis, and a Waiver of Subrogation shall be afforded in favor of the Town and affiliates.
- Workers' Compensation coverage at statutory limits. A Waiver of Subrogation shall be included in favor of the Town and affiliates.

- Employers Liability insurance at limits of \$500,000 Each Accident, \$500,000 Disease – Each Employee and \$500,000 Disease – Policy Limit.
- Umbrella Liability insurance with at least a \$1,000,000 Each Occurrence and \$1,000,000 Aggregate limit. Additional Insured status and Waivers of Subrogation shall be provided in a way that follows the form of the underlying primary policies.

Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under these regulations. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing the same. Please see next page for sample insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Miscellaneous Company	
INSURED Restaurant Name Street Canton, MA 02021	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

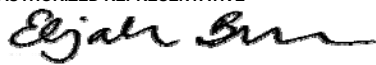
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	123456	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	123456	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	123456	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	123456	01/01/2020	01/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			123456	01/01/2020	01/01/2021	Ea Occur \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached for Additional Insured**CERTIFICATE HOLDER****CANCELLATION**

CANTON1 Town of Canton Washington Street Canton, MA 02021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE

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INSURED'S NAME **Restaurant Name**Date **06/10/2020**

The Town of Canton is included as additional insured on a Primary and Non-Contributory basis under General, Automobile, Liquor, and Umbrella Liability as required by written contract. Waiver of Subrogation is provided in favor of the Town under General, Automobile, Liquor and Umbrella Liability as required by written contract. Workers' Compensation provides a Waiver of Subrogation in favor of the Town.

******Please read this document thoroughly before completing and signing******

The Town of Canton is pleased to offer you the opportunity to utilize the property located at _____ for outside dining. The property, while suitable for your use, is also used for general purposes. Therefore, it is possible that provision of the Program may expose you and/or your invitees to harm or injury. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town of Canton and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you or your invitees may suffer during or as a result of provision of or use of the property. It also provides that the Town will not be liable or responsible for harm to others resulting from your use of the property. Please consult with an attorney if you have any questions regarding this document.

Program Operator's Information:

Name: _____

Address: _____ Telephone: _____

Date of Birth: _____

Emergency Contact:

Name: _____

Telephone: _____

Release of Claims, Indemnity and Hold Harmless Agreement

I, _____, in consideration of the opportunity to use the property at _____, Canton, MA, for outside dining and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Canton, its employees, agents, officers, and volunteers (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I may have as the result of use of the property for outside dining, and all activities related thereto.

I further acknowledge that use of the property for outside dining is voluntary and may expose me or my property to the risks resulting from use of the property. I therefore also promise to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorneys' fees, arising from personal injuries to myself or any users of the property or property damage resulting from my use of the property.

I hereby further covenant for myself, my successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above mentioned parties from liability relating to any accident and resulting injuries and/or death that may occur while using the property for outside dining.

Witness my hand and seal this _____ day of _____, 2020.

Name (Printed)

Signature

THIS FORM MAY NOT BE ALTERED