



**Town of Islip**  
**Department of Planning and Development**

Angie M. Carpenter, Supervisor  
Ron Meyer, Commissioner

**Temporary Outdoor Dining Permit Application for Bars and Restaurants**

**Applicant Information**

Name

Affiliation

Street No.

Street Name

City/Town

State/Zip

Telephone Number

E-mail Address

**Project Information**

Tax Map Number(s)

Street No.

Street Name

City/Town

Zip

The Town of Islip has created a temporary outdoor dining permit application through November 1, 2020 for existing bars and/or restaurants that have a certificate of occupancy. The application and seating plan can be submitted to the Planning Department via email at [Commissioner-pd@islipny.gov](mailto:Commissioner-pd@islipny.gov). Alternatively, applications can be mailed or dropped off at Town Hall (please see the [Temporary Application Process Requirements During COVID-19](#)). All temporary outdoor dining seating must meet NYS social distancing guidelines and applicable NYS Fire Codes.

All Town temporary outdoor dining permit(s) are subject to change with the NYS guidelines on business reopenings and social distancing. The following requirements must be met for the application to be reviewed/ approved:

**Temporary Outdoor Dining Requirements**

**MET**

**NOT MET**

**N/A**

Submit a dimensioned (scaled) plan showing the location of all proposed outdoor tables and seating within a privately owned parking lot, courtyard, terrace or landscape area. The use of municipal property is restricted and requires further documentation as set forth below. Dimensioned plans can be hand drawn on an existing survey, site plan or aerial map from Google Maps/Earth, Bing, etc.



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### Temporary Outdoor Dining Permit Application for Bars and Restaurants

Temporary Outdoor Dining Requirements	MET	NOT MET	N/A
Illustrate the location of all outdoor seating tables and chairs, service/customer aisle(s) and pathway from the bar/restaurant to the outdoor dining area. Each table/seating arrangement shall maintain a minimum separation of six feet from any other table/seating grouping to comply with the state social distancing requirements.			
The total number of seats shall be indicated on the plan. The total number of temporary outdoor dining seating shall not exceed 50% of the total permitted bar/restaurant occupancy approved by the Town Fire Prevention Office, existing Town special permit or certificate of occupancy.			
A maximum of 30% of a private parking area may be utilized for temporary outdoor dining. No ADA parking stalls or ADA ramps may be displaced or utilized for temporary outdoor dining.			
The dimensioned plan must include a physical barrier to separate/protect outdoor customers from vehicle traffic. The use of fixed bollards, substantial planter boxes or similar substantial elements, are examples. Highway cones and roping are not effective vehicle barriers.			
Lawn areas may be used for outdoor seating provided no landscaping is displaced and no permanent impervious materials (e.g. pavers, asphalt or concrete) or other structures (gazebos/pergolas are permitted.)			
The Planning Department may request additional information to ensure that adequate parking for facility is provided.			
All temporary outdoor dining must meet Fire Code standards, including points of egress, access to fire extinguishers, and tent and awning ratings, if applicable. Seating shall not block entrances, exits, fire lanes, hydrants, sprinkler connection points, drive aisles, back-up areas, pedestrian or handicapped access.			
All temporary outdoor dining areas must be maintained, and free of trash and other debris with trash receptacles provided.			
A Town canopy or tent permit (attached), with no fees, is required for any proposed canopy or tent.			
A minimum 4-foot high barrier is required to separate any outdoor dining area serving alcohol/liquor from any public sidewalk or parking lot. <b>Outdoor bars are prohibited unless explicitly approved by the State Agency having jurisdiction.</b>			



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<b>Temporary Outdoor Dining Requirements</b>	<b>MET</b>	<b>NOT MET</b>	<b>N/A</b>
A Town Fire Prevention Office inspection is required prior to the approval and opening of any temporary outdoor dining. The Fire Prevention Office will schedule an inspection once a temporary outdoor dining application has been reviewed. The proposed tables/chairs, vehicle barriers and alcohol/liquor barriers must be installed prior to inspection. Approved temporary outdoor dining permits with approved seating plan must be displayed in outdoor dining area.			
Failure to comply with any of the above conditions will result in an immediate revocation of the temporary outdoor dining permit (and possible summons).			
Outdoor loudspeakers, exterior live entertainment or dancing of any kind shall not be permitted.			
Outdoor seating may not be installed in areas indicated to be left natural or in a buffer area adjacent to a residential area.			
<p>In addition to the above requirements, the following must be submitted if the applicant seeks to utilize the outdoor dining permit on municipally owned property:</p> <ul style="list-style-type: none"> <li>• Completed Release and Waiver of Liability; Terms of Use of Facility.</li> <li>• Certificate of Insurance demonstrating general commercial and Liquor Liability policy each in the amount of \$1 Million naming the Town of Islip as an Additional Insured.</li> <li>• A check made payable to the Town of Islip in the amount of \$250 for areas up to 500 square feet; \$500 for areas between 501 square feet and 1000 square feet; and \$1000 for areas in excess of 1000 square feet.</li> <li>• If a liquor license will be utilized at the property, the New York State Liquor Authority requires a completed "Licensee Certification for Temporary Extension of Licensed Premises Onto Municipal Property" form together with a detailed "supervision and control plan" describing how the applicant adhere to the Alcoholic Beverage Control Law. Once completed, the Town of Islip will submit the forms to the New York State Liquor Authority and issuance of the Outdoor Dining Permit will be subject to the approval of the New York State Liquor Authority.</li> </ul>			



# Town of Islip Department of Planning and Development

## Temporary Outdoor Dining Permit Application for Bars and Restaurants

*The information stated in this application and on supporting documentation is accurate and true. Any changes to this information must be made in writing.*

**Applicant's Name:** \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **RELEASE AND WAIVER OF LIABILITY; TERMS OF USE OF FACILITY**

In consideration of being permitted to use Town of Islip sidewalks, parking lots, roads, paths, and any other property, the undersigned, for himself and as the duly authorized representative of the aforementioned business, entity, group and or organization ("applicant"), and for the undersigned and the applicant's respective agents, successors, heirs and assigns, release and forever discharge the TOWN OF ISLIP, its affiliates, subsidiaries, agents, employees, board members, appointees, servants, officers, directors, assistants, and/or volunteers, from all causes of action, suits, judgments, losses, claims, damages, demands, debts, fees, and/or costs, that the undersigned and the applicant may have against the TOWN OF ISLIP, its affiliates, subsidiaries, agents, employees, board members, appointees, servants, officers, directors, assistants, and/or volunteers, for any liability and damages arising out of the applicants use of any Town of Islip property and for all personal injuries, including, but not limited to, death or other injuries, negligence, or emotional distress, and for other damages, including damage to property. The undersigned further agrees for himself and as the duly authorized representative of the applicant, and for the respective successors, heirs and assigns of the aforementioned, to indemnify and hold harmless the TOWN OF ISLIP, its affiliates, subsidiaries, agents, employees, board members, appointees, servants, officers, directors, assistants, and/or volunteers, from all causes of action, suits, judgments, losses, claims, damages, demands, debts, fees, and/or costs, including reasonable attorney's fees, costs and disbursements arising out of the group/organization's and/or the program participants' use of any Town of Islip property, and for all personal injuries, including, but not limited to, death or other injuries, negligence, or emotional distress, and for other damages, including damage to property.

The undersigned, for himself and as the duly authorized representative of the aforementioned entity agree to comply with the rules and regulations of the TOWN OF ISLIP governing the use of all town property. The Town of Islip reserves the right to refuse use of any property or eject any person whose conduct the Town management deems to be disruptive or in poor taste. The Town also will not accept any responsibility for damaged or lost personal items.

### **INDEMNIFICATION:**

Applicant shall assume all risks incident to, or in connection with, use of Town of Islip sidewalks, parking lots, roads, paths, and any other Town property and shall be responsible for all accidents or injuries of any kind or nature, to persons or property, caused by, resulting from, arising out of, or occurring in connection with use of Town of Islip property. Applicant shall indemnify, defend and hold harmless the Town, its authorized officers, employees, agents and representatives from and against any penalties for violations of any law, ordinance, or regulation affecting its operation, and from any and all claims, suits, losses, damages or injuries to person or property, including attorneys' fees and costs of litigation, arising directly or indirectly out of use of Town property. Applicant shall take out and maintain throughout the term of this contract such policies of insurance in such amounts as are required pursuant to the Insurance paragraph below. Applicant's indemnification obligations hereunder are not limited to, and shall survive independent of the limitations of any such policies of insurance.

### **INSURANCE:**

Applicant shall promptly, after execution of this Agreement, at its sole cost and expense obtain a general commercial liability policy in the amount of \$1,000,000.00 million dollars. All insurance required by this Agreement shall be maintained with insurance underwriters authorized to do business in the State of New York satisfactory to the Town. All policies shall name the Town, its officers, employees, servants and agents as additional insureds. Applicant shall promptly furnish the Town with duplicate insurance policies and certificates of insurance from its insurance underwriters showing such insurance policies to be in compliance with the Agreement and in full force and effect during the entirety of this Agreement. Applicant's liability insurance shall be considered primary and the Town's liability insurance, if any, shall be considered excess liability for each and every claim.

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Signature of Applicant/Title/Date

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Signature of Town Department Head /Title/Date



# Temporary Outdoor Dining Example

