



POLICY No.: L-25
DATE ADOPTED: MAY 17, 2023

TOWN OF WEST BOYLSTON SELECT BOARD POLICY

Reservoir Triangle Food Vendor Policy for Picnic Area Use

Program Purpose

The Town of West Boylston (“Town”) Reservoir Triangle Food Vendor Program (“Program”) is meant to provide up to two (2) licenses for mobile food truck concessionaries at the Wachusett Reservoir Triangle Picnic Area located at Beaman and Fletcher Streets in West Boylston, MA. The Program will allow for mobile food truck concessionaries from April 1st through November 30th of each year (“License Season”). It is a goal of the Program to have no more than one (1) food truck that sells hamburgers and/or hotdogs.

Applications

Annually in January* the Select Board, or their designee, will announce applications are available for the Program. Vendors who have previously entered into license agreements for the Wachusett Reservoir Triangle Picnic Area (“Returning Licensee”) will be given preference over new applicants, unless the Town has exercised its rights under Terms and Conditions #17. If licenses are available, qualified new applicants will be selected by a random drawing.

Applicants will indicate on their application whether they sell hamburgers and/or hotdogs. If a Returning Licensee sells hamburgers and/or hotdogs, qualified new applicants who also sell hamburgers and/or hotdogs will not be included in the random drawing. If there are no Returning Licensees and two licenses are available, the following provisions will apply:

- If there is more than one qualified new applicants who sell hamburgers and/or hotdogs, there will be one random drawing from the pool all qualified new applicants who sell hamburgers and/or hotdogs and one random drawing from the pool of all other qualified new applicants.
- If there is one or less qualified new applicants who sell hamburgers and/or hotdogs, there will be a random drawing from the pool of all qualified new applicants for the two licenses.

Through their application, applicants agree that their application is not for a specific side (left or right) of Triangle. The Select Board or their designee will conduct the random drawings annually and the Select Board will announce the results of the drawing at their next meeting. The Town shall conduct a Criminal Offender Record Information (CORI) check on all employees and the principal to perform work on site. Any unacceptable results of said CORI check shall result in an employee being unable to work on the premises.

All applications must include a signed State Taxes Certification Clause and Corporate Vote or LLC Certificate (as applicable).

Qualified new applicants are defined as those with two (2) or more years of experience in the restaurant and/or food truck concession operation business and two (2) satisfactory business references. Applicants must submit evidence of ServSafe Certification and Allergy Awareness Certification.

* Excluding calendar year 2023.

License and License Fee

Selected vendors must execute a License Agreement with the Town of West Boylston. Said License Agreement is subject to changes made from time-to-time in consultation with legal counsel. The License Agreement is attached to this policy. The fee for the License Season shall be \$2,500.00.

Terms and Conditions

Vendors that obtain licenses through the Program must adhere to the following terms and conditions:

1. Vendor agrees to obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the Town for special conditions at the site.
2. Vendor shall meet the standards and requirements of: (a) the State Sanitary Code, Chapter X, Minimum Standards for Food Establishments; (b) 105 code of Massachusetts Regulations (CMR) 590.009(B); and (c) the rules and regulations of the West Boylston Board of Health.
3. Vendor shall obtain all necessary state and local permits and licenses. The vendor shall meet all the requirements of the West Boylston Selectboard, Health Agent, and Board of Health, including, but not limited to, vehicular safety standards, insurance, as well as sanitary and food service requirements.
4. Vendor shall abide by all Town, State, and Federal regulations. The vendor shall not block designated handicap parking spaces and shall be allowed to post one (1) signboard next to their food truck to display daily specials.
5. Vendor shall provide all required utilities, e.g., electricity and water, necessary for the food service operation, and shall provide a trash and recycle receptacle for the mobile vendor unit. The vendor shall coordinate such services and establish an account with the Municipal Lighting Department for the Town of West Boylston.
6. Vendor shall locate the approved mobile vendor unit at the designated area of the Wachusett Reservoir Triangle Picnic Area only. The awarded location(s) shall be determined by the Select Board or their designee. Mobile vendor units and/or other equipment may not be left on Town property overnight without authorization from the Town Administrator.

7. Vendor period shall be from April 1st through November 30th of each year from the hours of 7:00 a.m. to dusk.
8. If in its sole judgment the Select Board determines that the vendor is not meeting the terms and conditions of the agreement, the Select Board may terminate the agreement with a seven (7) day notice.
9. Vendor shall not assign, or sublease any portion of the licensed service.
10. Vendor shall carry general liability/product liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and at least an umbrella policy in the amount of \$1,000,000 (however, the Town recommends that this limit be equal to \$5,000,000 which is the amount the Town carries), and shall provide the Town with a certificate of endorsement with the Town listed as an additional insured for the period of the permit. The selected vendor shall also carry Worker's Compensation Insurance in the amount of \$100,000 per occurrence, and shall provide the Town evidence of such insurance coverage, unless the business owner operates the mobile vendor unit, and does not hire employees to do so.
11. Vendor shall make payment in full two weeks after the notice of award.
12. The vendor shall be permitted to park up to two (2) vehicles at the site, which includes the food truck or food trailer.
13. The Town will provide a minimum of two (2) picnic tables at the location and the Town will provide a minimum of one (1) accessible picnic table at the location. The vendor may provide up to two (2) additional tables at the site. Tables provided by the vendor shall be at the vendor's own risk and may be left overnight at the site with no additional permission required. Vendor shall have cleaning products available to their patrons to wipe down tables. No tables or umbrellas on the site may include branding or advertisement.
14. The vendor is responsible for providing a barrel for trash. The barrel must be present when the truck is present and removed daily when the truck leaves. No dumpster is allowed anywhere on the site.
15. The vendor agrees that no disposal of any bread, rolls or other food will occur that may attract birds or other wildlife. The applicant also agrees to discourage patrons from any similar activity.
16. Vendor may supply a portable toilet at the vendor's own cost for use solely by the vendor or their employees. Vendor must lock such toilet when not present at the site and is liable for the portable toilet. No items other than toilet paper and hand sanitizer may be stored in the toilet.

The Town shall supply a portable toilet at the site for use by the vendor, their employees, and the public. The vendor shall be provided a lock for the toilet and the toilet must be opened by the vendor during food truck operations. The vendor shall ensure the toilet is locked upon end of operation hours.

17. The Town shall have the right to revoke or not renew the concession permit for the Food Vendor for reasonable cause, including, but not limited to: (a) failure to maintain a sanitary mobile vendor unit in conformity with all applicable state and local standards, (b) inappropriate, offensive, or criminal behavior by the vendor, or any employee or agent of

the vendor, (c) misrepresentation of information provided in the enclosed vendor permit application, or (d) failure to maintain a respectable, family-oriented, food service operation in the best interest of the public and the Town.

18. This agreement may be modified in any matter at the sole discretion of the Town. The Town reserves the right to terminate or revise the Program at any time and for any reason at the sole discretion of the Town.