



CURBSIDE BELFAST 2022 OUTDOOR SEATING PERMIT APPLICATION

1: INTRODUCTION

Consistent with the City of Belfast's efforts to assist downtown businesses navigating options for outdoor spaces and to maintain a vibrant downtown area, Curbside Belfast is returning with the following permitting options.

The City of Belfast is excited to offer an Extension of Use Permit and Curbside license available to businesses that are located within Belfast's downtown. Extension of Use Permits are required for qualification of the program. All Curbside licenses issued will be effective beginning Sunday, May 1st, 2022, and expire one year from the date of issuance, unless renewed. The 2022 Curbside Belfast Program will run from May 1 through Oct. 31 following the seasonal on-street parking schedule.

Fees for the 2022 Curbside Belfast program are summarized below:

Combined expansion of use permit fee, annual Curbside license fee similar to lunch wagon or victualer's, and annual lease fees for City space for 6-month period will be **\$250.00**.

2: REQUIREMENTS

The Curbside Belfast program will be available to businesses in the Downtown Commercial and Waterfront Mixed Use 1 and 2 zoning districts only. For this program, businesses may only utilize public space immediately adjacent to their property. Expansions of Use on private property are not eligible for the program.

All Outdoor areas must:

- Only occupy the portion of abutting public property which least infringes on public use, passage, and traffic as determined by, and at the complete discretion of, the City of Belfast. No more than (2) parking spaces or approx. 400 sqft may be utilized for the new program. (Angled parking areas may be allowed to infringe on one additional space to provide a rectangular shaped Curbside area.)
- Use this outdoor space to be open for business 4 out of 7 days per week
- Be as continuous as possible by locating the outdoor area in a single portion of an establishment's frontage and not extend in front of an adjoining establishment without written permission from the neighboring property owner.
- Not encroach, impede or obstruct a public walkway. A safe path must be maintained at all times of at least 3 feet in width to allow for pedestrian movement.

- Not block building entrances, accessible parking spaces, firetruck access, dumpster access, and any furniture or fixtures related to outdoor areas must remain completely unobstructed.
- Be located on a smooth surface, compliant with accessibility and life safety codes.
- Use physical barriers (i.e., fences, barricades, etc.) to visually distinguish the boundary of the outdoor area is required.
- Use non-permanent structures which can be set up and broken down, but they will be allowed to be left in place until the expiration of the permit, including overnight and on days when a business is closed.
- Provide lighting and comply with the electrical code (NEC). Consumer-grade extension cords cannot be used to deliver electricity to an outside area; establishments wishing to extend electricity to an outside area are strongly recommended to consult with a qualified electrician.

On-premise expansions of use will need traditional permitting and do not require a Curbside Belfast license from the City. If an establishment already has its own adjacent side and/or rear areas, they may apply for expansions of use through traditional permitting paths. Please contact the City's Planning and Codes Department for more information at 207-338-3370 X125.

All improvements (i.e., furniture, fixtures) used in the outdoor area must be temporary in nature and there shall be no penetration of public walkway surfaces.

The City of Belfast will be placing traffic barriers along public streets for increased safety. Please refer to Design Requirements for details about enhancing aesthetics of these safety features.

All outdoor areas shall be under the responsible direction and control of the licensee as identified in this application.

A license, if granted, will only be valid during the hours of 6:00am to 10:00pm each day, Sunday through Saturday, and shall expire 1 year from the date of issuance, unless renewed.

The establishment must comply with all applicable city, state, and federal laws and regulations, including the Americans with Disability Act.

3: INSURANCE AND LIABILITY (PLEASE CONSULT WITH YOUR INSURANCE CARRIER REGARDING THE FOLLOWING ITEMS)

The establishment understands and expressly assumes all the risk of operating and conducting business under this permit.

As a condition of being granted this license, during the term of this license, the licensee shall defend, indemnify, save and hold the City of Belfast, and its inhabitants, officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, costs, expenses, judgments, fines or demands arising by reason of injury to or death of, or asserted by, any person or persons, including the permittee's agents, clients, invitees or employees, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this permit and/or the use, occupancy, conduct, or management of the demised premises or the acts or omissions of the permittee's officers, clients, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the negligent acts or omissions of the City, its agents, employees, clients or invitees. The licensee

shall give to the City reasonable notice of any such claim or actions. The licensee shall also use counsel reasonably acceptable to the City in carrying out its obligations under this article.

The licensee further expressly agrees that it will defend, indemnify, save and hold the City of Belfast harmless from any and all claims made or asserted by the licensee's agents, servants or employees arising out of the licensee's activities under this license. For this purpose, the licensee hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted against the City by the licensee's agents or employees. For this purpose, the licensee further expressly waives any charitable immunity it may have under applicable law as to any and all claims of any person made or asserted against the City arising out of the licensee's use and occupancy of the demised premises or other activity of the licensee under this license.

The indemnification provided under this section shall extend to and include any and all costs incurred by the City to answer, investigate, defend and settle all such claims, including but not limited to the City's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the licensee's agents, invitees, licensees, clients, servants or employees against the City in regard to claims made or asserted by such persons.

In exercising the rights granted under this license, the licensee shall at all times be regarded as an independent entity conducting its own business and operations and shall not at any time act, hold itself out or purport to act as an agent, contractor, co-partner, joint venture or employee of the City.

The licensee, during the entire term of this license shall maintain, at its sole expense, insurance in the type and amount shown below with companies authorized to do business in the State of Maine for the protection of the City of Belfast against any and all liability, including wrongful death, against all claims, losses, costs or expenses arising out of injuries to persons whether or not employed by the licensee or damage to property whether resulting from acts, omissions, negligence or otherwise of the licensee, its directors, officers, clients, employees and agents and arising from the licensee's use of the demised premises or any part or portion thereof: 1) commercial general liability insurance with a minimum limit of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate; and 2) workers compensation and employers liability insurance with a minimum limit of \$500,000 per occurrence.

The licensee shall cause to be furnished to the City, at the time of execution of this license, evidence in the form of certificates of insurance of the existence in force of the insurance required hereunder. Said certificates shall name the City as an additional insured and loss payee. The licensee shall cause to be furnished to the City replacement certificates of insurance whenever the insurance policies are renewed. The City shall be notified prior to any changes or discontinuances of coverage.

The City agrees to promptly notify the licensee in writing of the existence or filing of any claim, demand or action arising out of an occurrence covered hereunder of which the City has knowledge, and to cooperate with the licensee in the investigation and defense thereof.

The minimum insurance coverage required under this article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the City's maximum liability beyond such minimums for personal injury, wrongful death or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the amounts required herein or no less than the City's maximum liability for such claims under the Maine Tort Claims Act, whichever is greater.

4: ENFORCEMENT

The rights and duties granted herein shall be under the supervision and control of the City of Belfast's Code Enforcement Officer and the City of Belfast's Chief of Police. For this program, extension of use permits are reviewed by the Code Enforcement Officer. All Curbside Belfast participants must meet all applicable codes and State laws. Applicant must remain in compliance while in operation. In the event of a breach of this license by licensee, the City may, for the first breach, issue a verbal warning to Licensee; in the event of a second breach, terminate this License.

Notwithstanding these provisions regarding penalties for breaches or any other provision of this license, in the event that the City, in its sole discretion, determines that further use of the premises under this license is not in the best interests of the City, the rights granted herein may be suspended or terminated upon 24 hours written notice to the licensee.

At the end of the term of this license, or if this license is suspended or terminated, all fencing, tables, seating, or equipment must be removed from any City of Belfast public walkway or public area. The City may move or remove any of said items if they are not removed before the end of the term of this license or before the 24-hour notice period expires.

5: APPLICATION (ALL RESPONSES ARE REQUIRED):

Legal Name: _____

DBA Name: _____

Physical Address: _____ Belfast, ME 04915

Mailing Address: _____
Street/PO Box City State Zip

Phone: _____ Fax: _____ Email address: _____

Name, address, telephone number of Property Owner (if property is rented or leased, need a copy of rental agreement / lease):

Which hours do you plan to have these additional areas open (no earlier than 6:00am, and no later than 10:00pm)? _____

For extension of License on Premise

License # (if requesting extension of liquor license): _____ Expiration Date: _____

Start Date: _____ End Date: _____

Reason for Request:

On the following page, sketch out your plan for your outdoor area. In your sketch you must include and clearly indicate the relative locations of the following components:

- existing dimensions and seating capacity of your business.
- parking spaces, public walkways, and/or adjacent areas that you are looking to utilize; Please indicate contiguous and non-contiguous space you plan to use.
- path(s) through your area(s) that will allow for pedestrian traffic.
- arrangement of Curbside tables and other structures which have proper spacing.
- barriers to be used and how their appearance will be enhanced.
- awnings, umbrellas, and/or other rain- and sun-shielding devices to be used (optional).
- lights or lighting systems to be used.
- reflectors to be used.

For extension of use on premises, traditional permitting will be required.

Please contact the City of Belfast Planning and Codes Department for further assistance at 207-338-3370 X125.

Signature of Owner/Corporate Officer

Printed Name of Owner/Corporate Officer

EXTENSION AREA PREMISE DIAGRAMS

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a Curbside license. Diagrams should be submitted on this form or attached and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division of liquor consumptions.

6: SUBMISSION OF YOUR COMPLETED APPLICATION

When completed, please submit your application via regular mail or via e-mail to:

Steve Wilson
Code Enforcement Officer
City of Belfast
Belfast City Hall
131 Church Street
Belfast, Maine 04915
ceo@cityofbelfast.org