

City of Bangor Parklet Permit
Permittee Information

Permittee Name _____

Permittee Address _____

Email Address _____

Owner or Manager _____ Permittee Phone _____

Notes:

- Please submit this application at least fourteen calendar days prior to your anticipated start date to allow for application review, approval, and delivery of protective barriers.
- The application must include a sketch of the requested permit area, including photograph(s) of existing conditions, dimensions and materials, as well as pictures of any chairs, tables, fencing, umbrellas, or tents proposed to be used.

APPLICATION:

1. Are you authorized to enter into agreements for the business: Yes / No
2. Is the business a restaurant, brewery, or tap room? Yes / No
3. Attach a sketch, as “Exhibit A,” of the proposed parklet including details as to:
 - Location and photographs of existing conditions of parking space(s) proposed.
 - Seating plan including dimensions, aisles, and chairs/tables/umbrellas to be used. Product specifications with images from manufacturer may be submitted if the materials have not yet been purchased.
 - Detail of any tents proposed to be used.
 - Detail and materials of any fencing proposed.
 - All chairs, tables, fencing, umbrellas, and tents must be reviewed, therefore detail provided must show colors, materials, and as much product detail as possible.
 - Location of storm drains within the parking spaces.
 - No platforms greater than 24” from grade to the walking surface are allowed. Structural members of any platform shall be in direct contact with the grade surface and shall not be constructed with blocks and shims.
 - ADA accessibility or plan for reasonable accommodations.
4. How many on-street parking spots do you propose to use? One / Two
(Please note handicapped and 15-minute spots cannot be used for parklets.)
5. Does the business intend to sell alcohol in the proposed outdoor area? Yes / No
6. If the answer to question 5 was Yes:

- (a) Has the business extended the proper liquor or victualer's license to cover the proposed outdoor area? Yes / No / N/A / In progress
- (b) Does the business agree to maintain control, containment, and supervision of the proposed outdoor area? Yes / No / N/A
- (c) Will the business maintain a constant employee presence in the proposed outdoor area? Yes / No / N/A
- (d) Is the business aware of its obligations under liquor licensing laws, including Sections 1051 through 1080 of Title 28-A of the Maine Revised Statutes and does the business agree to comply with such obligations? Yes / No / N/A
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General Conditions

1. This Permit grants the Permittee named above permission to occupy the portion of the City right-of-way outlined in the accompanying Exhibit A for the sole purpose of providing outdoor seating for its customers.
2. The term of this permit shall be from **May 1, 2024 to November 1, 2024**. Public Works may remove protective barriers prior to November 1 in the event of an early snowfall. In such a case, the remainder of the parklet shall also be removed to allow for snow removal operations.
3. The sale and consumption of alcoholic beverages shall be restricted to the area designated under the Permittee's state liquor license. Said sale and consumption shall be pursuant to the following terms:
 - No sale or consumption of alcohol after 12:00 a.m.;
 - The area must be enclosed by fencing between 36 and 42 inches in height;
 - A sign at outside access, facing the seating, stating "No alcohol beyond this point";
 - A current copy of the restaurant's liquor license must be on file in Code Enforcement;
 - Any additional requirements listed below.
4. The fee for this Permit shall be \$500 per parking space used with a two space maximum.
5. The area surrounding the parklet must be protected with a contiguous barrier such as concrete jersey barrier or equivalent to protect patrons from motor vehicles if seating or retail use is immediately adjacent to an active roadway or within a private parking lot. Barriers will be placed by Public Works after approval of the plan and layout. The cost for moving barriers, if necessary after original placement, will be borne by the Permittee. Barriers will also have reflective surfaces for visibility, and these reflective surfaces may not be tampered with or painted. Note that nothing may be placed on the top of any protective barriers.

6. Outside seating shall not block access to hydrants, storm drains, or other public appurtenances. Outside seating may consist only of chairs, tables, fencing, umbrellas, and tents. All chairs, tables, fencing, umbrellas, and tents must be approved by the City. No logos or signs are allowed, except as otherwise allowed under the Sign Code. No outdoor cooking is allowed.
7. Lighting – Only outdoor café style lighting will be allowed, and any outdoor lighting or electrical usage shall be reviewed and approved by the City electrical inspector. Refer to NEC 70 National Electrical Code for exterior lighting standards that may be applicable. Lighting must not interfere with visibility for motorists or pedestrians. Any lighting proposed must be detailed (product, placement, and electrical supply) in this submission.
8. Heaters – Any proposed use of heaters must comply with NFPA 1/101/58 and be reviewed and approved by a City fire inspector. Any heaters proposed must be detailed (product and placement and electrical supply) in this submission. If heaters are present, an outdoor fire extinguisher must also be present in the parklet.
9. Tents – Tents or shade structures may be allowed if they meet NFPA 1 and 101 for tents and do not impede visibility for motorists or pedestrians. Tents must also not impede the fire department connection. Use of tents will have an impact on what can be used for heaters if those are also proposed. If tents are present, an outdoor fire extinguisher must also be present in the parklet. A carbon monoxide detector shall be used in all tents with heaters.
10. Food trucks are not allowed in parklets.
11. In the exercise of the rights granted herein, the Permittee will maintain an adequate unobstructed travel aisle for the use of the sidewalk for pedestrian traffic. The adequacy of the travel aisle in each case shall be determined by the Code Enforcement Officer or their designee and shall not be less than 5 feet.
12. As a condition of being granted this Permit, during the term of this Permit, the Permittee shall defend, indemnify, save and hold the City, 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 attorneys' 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 Permittee shall give to the City reasonable notice of any such claim or actions. The Permittee shall also use counsel reasonably acceptable to the City in carrying out its obligations under this Article.

The Permittee further expressly agrees that it will defend, indemnify, save and hold the City harmless from any and all claims made or asserted by the Permittee's agents, servants or employees arising out of the Permittee's activities under this Permit. For this purpose, the Permittee 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 Permittee's agents or employees. For this purpose, the Permittee 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 Permittee's use and occupancy of the demised premises or other activity of the Permittee under this Permit.

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 attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the Permittee'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 Permit, the Permittee 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.

13. The Permittee, during the entire term of this Permit, 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 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 Permittee or damage to property whether resulting from acts, omissions, negligence or otherwise of the Permittee, its directors, officers, clients, employees and agents and arising from the Permittee's use of the demised premises or any part or portion thereof:
 - **Commercial general liability insurance with a minimum limit of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate; and**
 - **Workers' compensation and employer's liability insurance with a minimum limit of \$500,000.00 per occurrence.**

The Permittee shall cause to be furnished to the City, at the time of execution of this Permit, 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 Permittee 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 Permittee 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 Permittee 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.

14. The rights and duties granted herein shall be under the supervision and control of the Code Enforcement Officer or their designee. In the event of a breach of this Permit by Permittee, the City may, for the first breach, issue a verbal warning to Permittee; in the event of a second breach, assess a monetary penalty of \$100; and in the event of a third breach, terminate this Permit.

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

15. At the end of the term of this permit, or if this permit is suspended or terminated, all fencing, tables, seating, and umbrellas must be removed from the City right-of-way. The City may move or remove any of said items if they are not removed before the end of the term of this permit or before the 24-hour notice period expires.
16. All correspondence between the Permittee and the City of Bangor shall be sent to the Code Enforcement Office, City of Bangor, 73 Harlow Street, Bangor, Maine, 04401, and to the Permittee at the Permittee Address listed above.

I agree to abide by the terms and conditions of this Permit, including the General Conditions.

Date _____ Signature of Owner/Manager _____

Permit Area: _____	City Use Only See Exhibit A	Approvals (initials) Design _____ Code _____ Police _____ Fire _____
Total fee: _____ Date fee paid _____		
Requirements (check all that are required):		
<input type="checkbox"/> No direct access from outside is allowed		
<input type="checkbox"/> A staff member must be present at all times		
<input type="checkbox"/> There must be clear view/control of the area from the inside		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		
Date _____ Signature of Code Enforcement Officer _____		

This permit is granted pursuant to Council Order 22-143 of the Bangor City Council.