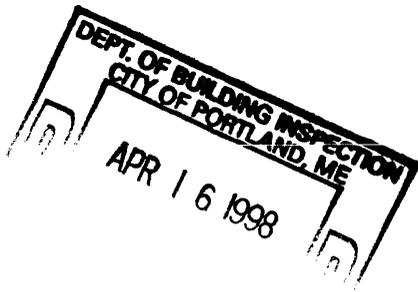


COMMENTS

7/24/98 Spoke w/ owner - - *[Signature]*

3/12/00 o/s Dining Room for '98 over permit *[Signature]*



	Type	Inspection Record	Date
Foundation:	_____	_____	_____
Framing:	_____	_____	_____
Plumbing:	_____	_____	_____
Final:	_____	_____	_____
Other:	_____	_____	_____

LAND USE - ZONING REPORT

ADDRESS: 482 Congress St DATE: 4/17/98

REASON FOR PERMIT: outside dining

BUILDING OWNER: J. B. Brown & Sons C-B-L

PERMIT APPLICANT: _____

APPROVED: with conditions DENIED: _____

#9, #10

CONDITION(S) OF APPROVAL

1. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
2. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
4. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the garage in place and in phases.
5. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
6. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
7. Separate permits shall be required for any signage.
8. Separate permits shall be required for future decks and/or garage.

9. Other requirements of condition you shall abide by all the outside dining regulations as submitted to you including public liability coverage
Also the City's traffic Engineer has the right to have you relocate any tables and/or chairs if the public safety is at risk.

Marge Schmuckal Marge Schmuckal, Zoning Administrator,
 Asst. Chief of Code Enforcement

10. Any conflict with the outdoor ^{farmers} market sales shall be resolved thru the City Clerk's office.



CITY OF PORTLAND

OUTSIDE DINING ON PRIVATE AND/OR CITY PROPERTY

Permits are required for expanding eating facilities (tables and chairs) to the outside whether it is on private and/or City property. The fee is based on the cost of work (which in most cases would be less than \$1,000 or a \$25.00 fee). The time period covered is from April 15th thru September 30th. This is a yearly renewable permit.

1. In order to apply the applicant must submit plans showing where the tables and chairs would be located (showing footage distances from the establishment, other chairs, exiting, curbing, how much sidewalk footage is available, etc). The tables and chairs shall be placed on the sidewalk in such a manner as to allow the free and safe passage of pedestrian traffic. If in the sole opinion of the Traffic Engineer, the placement of the tables and chairs creates a public safety hazard, the establishment shall comply with the Traffic Engineer's request to relocate the tables and chairs to a more suitable location. The establishment shall keep the sidewalk area where the tables and chairs are located neat and free from litter and debris.
2. The establishment shall procure and maintain public liability insurance coverage in an amount of not less than three hundred thousand (\$300,000) combined single limit for bodily injury, death and property damage. And if the tables and chairs are on City property, the City of Portland shall be named as an additional insured thereon.
3. If the establishment is to be on City Property an indemnifying statement shall be signed by the establishment owner (see attached).
4. No food shall be prepared outside. If alcohol is to be served, we need to be notified. State law requires that the area be segregated from the rest of the public. We need to know how that is to be accomplished.

CONDITIONS FOR SIDEWALK OCCUPANCY PERMIT

Written consent and agreement relating to occupancy of the City of Portland sidewalk in the front, side, and/or rear of the building at:

Sidewalk

in Portland, Maine, by the owner of the establishment being:

J.P. Brown + Sons

doing business as: Kooy Kitchen

hereby, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and Acknowledged: Bruce Dwyer
Establishment Owner

Christina M. Jones

Dated: 4-15-98