

Downtown Sidewalk Patio Application

City of Yellowknife

Email to: permits@yellowknife.ca



PLEASE PRINT CLEARLY

Property (Food/Beverage Establishment) Information (property adjacent to sidewalk)					
Property Owner Name					
Property Owner Telephone(s)	Home or Cell:		Work:		
Property Owner Email					
Civic Address of Property					
Mailing Address of Property Owner					
Legal Description of Proposed Development	Lot:		Block:		Plan:
Applicant Information (if different from owner)					
Applicant Name					
Applicant Telephone(s)	Home or Cell:		Work:		
Applicant Email					
Mailing Address of Applicant					
Civic Address of Applicant					
Development and Submission Requirements					
<p>Please provide the following drawings and documentation:</p> <ul style="list-style-type: none">• Scan/picture of the current business licence for the food/beverage establishment (restaurant, cafe)• Description of the proposed sidewalk patio, required sidewalk area, hours of operation, and proposed term of the seasonal sidewalk use. Speakers are not permitted at the sidewalk patio.• Existing site plan including locations of parking meters and/or reserved taxi parking• Ground floor plan of the existing food/beverage establishment (restaurant, cafe)• Proposed sidewalk patio design drawings, including patio dimensions, patio height, railing height, materials description, numbers of chairs and tables, and access/exit points• Proposed temporary sidewalk design drawings in accordance with the Temporary Sidewalk Requirements (attached)• Additional information may be required by the Development Officer through pre-application consultation or preliminary review					
Applicant Declaration: I confirm by my signature below that the information contained in this application, including plans and details, is to my knowledge, true and complete.					
Signature				Date	

Any Permit issued on the basis of incorrect information contained in the application shall be invalid.

FOR OFFICE USE ONLY:

Permit #: _____ Fee Paid: no fee for 2017-2021 Customer ID #: _____

DOWNTOWN SIDEWALK PATIO APPLICATION GUIDE

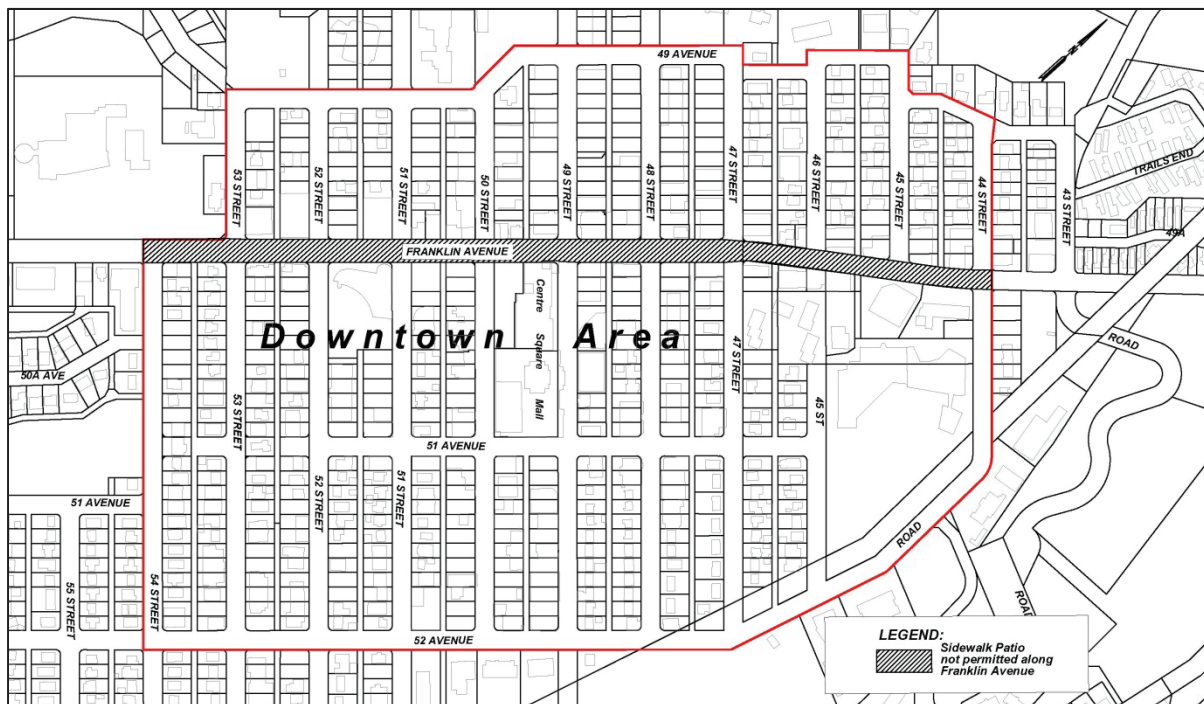
Restaurants and cafes fronting a downtown street may install seasonal outdoor patios on the sidewalk adjacent to their business frontage. The City of Yellowknife provides downtown sidewalk patio permits for qualified restaurants to encourage outdoor patio space and promote downtown revitalization. The permit is valid for a year with specific term identified in the Downtown Sidewalk Licence Agreement entered into by the applicant with the City, and may be renewed annually.

1. Who Can Apply

If you are a downtown restaurant (food/beverage service) owner/operator and are interested in establishing a sidewalk patio adjacent to your business frontage you may apply for a sidewalk patio permit. If requested, parking lane patios with pedestrian traffic maintained on sidewalk may be considered by the City on a case-by-case basis.

Downtown sidewalk patios are permitted in the area bordered by 54 Street, Franklin Avenue, 53 Street, 49 Avenue, 44 Street and 52 Avenue, as shown below. Sidewalk patios along Franklin Avenue are not permitted due to the high volume traffic on the main traffic corridor.

Figure1: Permitted Area for Sidewalk Patios



Before applying for the sidewalk patio permit, you need to ensure the following requirements are met:

- 1) Your restaurant has been legally approved for the food/beverage service use; and
- 2) Your restaurant has a current business license allowing operation of the food/beverage service.

2. Sidewalk Patio Licence Fees

- 1) Application fee: \$0
- 2) Seasonal licence fee: \$0 for the first five years, future years subject to the Fees and Charges By-law

3. How to Apply

1) Application

The owner of the restaurant shall submit to the City a Minor Development Checklist application for the proposed seasonal sidewalk patio:

Online application can be submitted through Cityview at <https://cityview.yellowknife.ca/>, please indicate the project name as “Downtown Sidewalk Patio” and choose “Minor Development Checklist” then “Accessory Deck Development” as the development type; OR

Paper application is available by emailing the completed Downtown Sidewalk Patio Application form to permits@yellowknife.ca or submitting it in person at City Hall during regular business hours.

Required drawings and documentation include:

- Scan/picture of the current business licence for the food/beverage establishment (restaurant, café)
- Description of the proposed sidewalk patio, required sidewalk area, hours of operation, and proposed term of the seasonal sidewalk use. Speakers are not permitted at the sidewalk patio.
- Existing site plan including locations of parking meters and/or reserved taxi parking
- Ground floor plan of the existing food/beverage establishment (restaurant, cafe)
- Proposed sidewalk patio design drawings, including patio dimensions, patio height, railing height, materials description, numbers of chairs and tables and access/exit points
- Proposed temporary sidewalk design drawings in accordance with the Temporary Sidewalk Requirements (attached)
- Additional information may be required by the Development Officer through pre-application consultation or preliminary review

2) Application Review and Approval

Application will be reviewed by staff to ensure it meets all requirements. Once staff has approved the proposed sidewalk patio, you will receive preliminary approval and must provide the following prior to issuance of the sidewalk patio permit:

- Payment for the patio licence fee (\$0 for 2017-2021)
- A certificate of liability insurance, each patio requires a minimum of \$2 million liability insurance with City of Yellowknife named as insured
- Signed, two copies of the Sidewalk Patio Licence Agreement (Sample Agreement attached).

4. Office of the Fire Marshal (OFM) Review

The total number of guests including the patio shall not exceed the approved Occupancy Load for the restaurant unless otherwise approved by the OFM. For further information please contact the Office of the Fire Marshal at (867) 767-9161 ext. 21028, fax number (867) 873-0260.

5. NWT Liquor Board Requirements

To serve liquor on the patio, a current liquor license for the restaurant and an amended liquor license to include an Outside Seasonal Use Area are required. Please refer to the NWT Liquor Licensing Board Requirements (attached) for more information.

6. Renewing Your Permit

Once you have a sidewalk patio permit, you may renew it annually by:

- Maintaining a current business licence allowing you to operate as a restaurant
- Maintaining other permits and licences as required
- Maintaining proper liability insurance and submitting proof of valid insurance before agreement renewal
- Adhering to guidelines, standards, and performance expectations
- Paying patio licence fee and signing two copies of the sidewalk patio licence renewal agreement as provided by the City

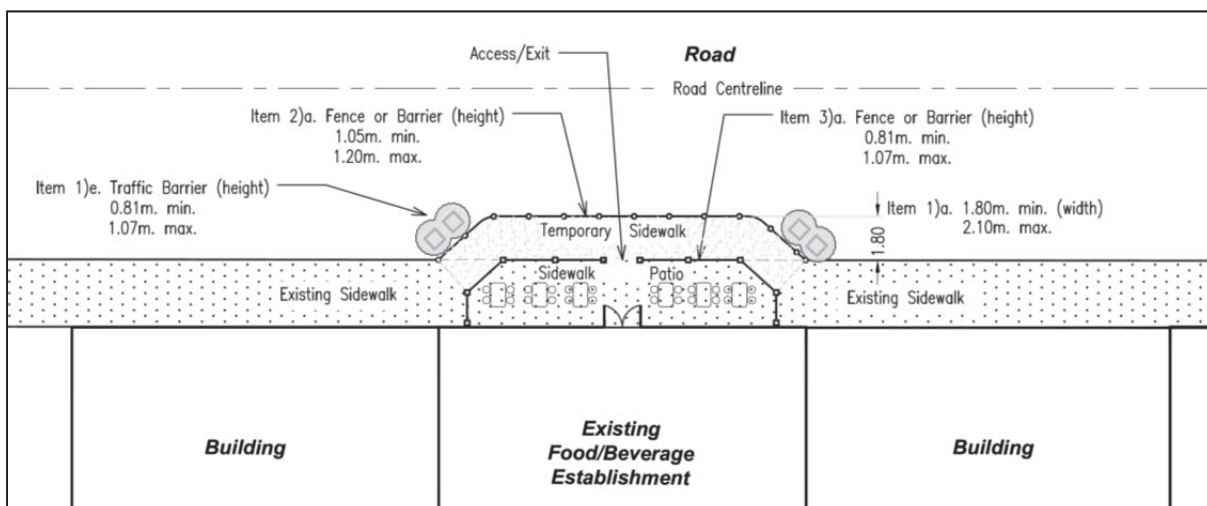
Any proposed changes will require a new sidewalk patio permit application with a new or updated sidewalk licence agreement. For example:

- Any changes to the sidewalk patio
- Any changes to the temporary sidewalk design
- Any other changes such as a change of ownership

Appendix 1: Temporary Sidewalk Requirements

The Owner must provide a temporary sidewalk in the parking lane adjacent to the sidewalk patio in order to preserve free unobstructed flow of pedestrian traffic. If requested, parking lane patios with pedestrian traffic maintained on sidewalk may be considered by the City on a case-by-case basis.

- 1) The temporary sidewalk must conform with the following specifications:
 - a. The temporary sidewalk must be no less than 1.8m (72in) in width or no more than 2.1m (84in) in width.
 - b. The base of the temporary sidewalk must provide a smooth and level transition between the existing sidewalk and the temporary sidewalk.
 - c. When wood decking is used to create the temporary sidewalk a non-slip surface must be applied.
 - d. Temporary sidewalks shall be guarded by a traffic barrier at ends exposed to vehicular traffic.
 - e. Traffic barriers must be no less than 0.81m (32in) in height and no more than 1.07 m (42in) in height.
 - i. Planters may be used in place of traffic barriers. The planters must have a minimum weight of 1,000kg and minimum height of 0.6m (24 in). The planters shall be maintained with healthy plants for the duration of the sidewalk patio.
- 2) A fence or barrier must be installed along the street edge of the temporary sidewalk to delineate the edge of the structure and to prevent pedestrians from entering the street.
 - a. The fence/barrier must be no less than 1.07m (42in) in height or no more than 1.2m (48in) in height.
 - b. The fencing may provide partial visual screening but cannot be opaque in nature.
- 3) A fence or barrier must be installed along the patio edge of the temporary sidewalk to delineate the edge of the patio.
 - a. The fence/barrier must be no less than 0.81m (32 in) in height or no more than 1.07m (42in) in height.
- 4) The temporary sidewalk construction must maintain existing drainage patterns and storm water runoff volumes.
- 5) The temporary sidewalk must be built in accordance with the latest version of the National Building Code of Canada.
- 6) When a temporary sidewalk is proposed, the City will review the proposal to ensure vehicles and pedestrians may continue to move safely and that barrier free access is maintained.



Appendix 2: NWT Liquor Licensing Board Requirements

The NWT Liquor Licensing Board requires the following if the Licence Holders want to license an outdoor patio:

- Copy of the proposed Floor Plan
- An Occupancy Load Certificate (obtained from the Office of the Fire Marshal) for the proposed outside area
- A written request to the Board to amend the current licence to include an Outside Seasonal Use Area.

In the written request, the Licence Holder may include the following:

1. Is the Outside Area located in a Residential or Industrial Area?
2. Will there be speakers?
3. The proposed hours of operation for the outside area.
4. Photographs are helpful, but not initially required.

The Board normally considers the following factors in consideration of a request to include an outside area to an existing licence:

1. Fencing/barrier - will the fence/barrier prevent liquor from being removed from the licensed area?
2. Speakers - will the noise levels impact the public?
3. Zoning - are there residences or businesses in the surrounding area that could be impacted by a licensed outside area?
4. Access - is the entrance to the outdoor patio limited allowing for adequate supervision of patrons?

The Board may require a public notice period to allow the public an opportunity to comment on a proposed outside area licence. The Board may set conditions on the use of an outside area including hours of operation, supervision requirements, and barriers.

For further information please contact the Board office toll-free at 1-800-351-7770.

Note: Information last updated May 2017 and subject to interpretation by the NWT Liquor Licensing Board.

This Seasonal Sidewalk Patio License Agreement (hereinafter called the "Agreement") made in duplicate this ____ day of _____, 2017

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE
CITY OF YELLOWKNIFE,**

(herein called "the Licensor") ,

OF THE FIRST PART,

- and -

XXXX

(herein called "the Licensee")

OF THE SECOND PART,

WHEREAS the Licensor is the owner of STREETS, AVENUES AND LANES, PLAN 868, YELLOWKNIFE;

AND WHEREAS the Licensee has requested permission from the Licensor to encroach upon, occupy and use that parcel of Licence Area more particularly described as:

A portion of STREETS, AVENUES AND LANES, PLAN 868 in the Licensor of Yellowknife in the Northwest Territories as shown in a hatched pattern on Schedule A attached hereto and forming part of this Agreement (hereinafter the "Licence Area") for the purpose of a sidewalk patio.

AND WHEREAS the Licensee is the owner of Lot, Block, Plan, a lot adjacent to the Licence Area (hereafter the "Licensee's Property").

AND WHEREAS the current use of food/beverage service of the Licensee's Property has been legally approved through necessary development permit and building permit process pursuant to Zoning By-law No. 4404, as amended, and Building By-law No. 4469, as amended; and the Licensee is in possession of a valid and existing Business Licence for the business operation.

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained the parties agree as follows:

ARTICLES

1. TECHNICAL

1.1 PERMISSION TO OCCUPY

1.1.1 The Licensors hereby grants to the Licensee a licence to use, encroach upon, and occupy that approximate m2 of the Licence Area as illustrated in the Sidewalk Patio Permit Application, for the sole purpose of providing outdoor seating and the service of food and beverage to patrons of the Licensee's business (hereafter the "Purpose").

1.1.2 The Licensee shall obtain all licenses and permits required for the Purpose, which includes, but not limited to, a Sidewalk Patio Permit for the proposed seasonal sidewalk patio and temporary sidewalk development; and use the Licence Area in accordance with the approved Permit.

1.2 TERM

1.2.1 The term of this Agreement shall commence as of the date first written above and continue until September 30, 2017.

1.2.2 Upon request by the Licensee, the Licensors may renew the licence provided the following conditions are met by the Licensee:

- (a) The design, location, and purpose of the Licence Area remains the same as previous year;
- (b) The Licensee has complied with and is not in default of the terms and conditions if the Licence Agreement;
- (c) The Licensors has determined that the use of the Licence Area in the previous year created no health or safety hazards or nuisances and did not unduly disturb or inconvenience the public.

2. LICENCE FEE

The Licensee agrees that during the currency of this License Agreement, it shall pay an annual licence fee for the Licence Area and applicable permit application fees pursuant to the Fees and Charges By-law No. 4436, as amended. As an incentive to encourage sidewalk patios, the Senior Administrative Officer has waived licence fees for 2017 to 2021.

3 GENERAL TERMS AND CONDITIONS

3.1 COMPLAINT WITH LAWS AND REGULATIONS

3.1.1 The Licensee shall observe and comply with all applicable federal and territorial statutes and regulations and all municipal by-laws.

- 3.1.2 The Licensors shall not be responsible for the Licensee's failure to use the Licence Area in accordance with this Agreement, nor for its failure to comply with any applicable laws and/or regulations.

3.2 OBLIGATIONS OF THE LICENSEE

- 3.2.1 The Licensee shall provide a temporary sidewalk in the parking lane adjacent to the sidewalk patio in order to preserve free unobstructed flow of pedestrian traffic. The sidewalk patio and the temporary sidewalk design shall comply with the approved Sidewalk Patio Permit.
- 3.2.2 The Licensee shall keep the Licence Area in clean and orderly condition and not to permit water, paper, garbage, or waste of any objectionable material to accumulate thereon.
- 3.2.3 The Licensee shall not use the Licence Area for the storage of any materials other than tables, chairs, and umbrellas. Whenever furniture is stored on the Licence Area, it shall be stored so as not to obstruct passage or be a safety hazard.
- 3.2.4 The Licensee shall not use the Licence Area for cooking, barbecuing, or preparation of food or refreshments or for the storage of food or refreshments, without the express prior written permission of the Licensors.
- 3.2.5 The Licensee shall not do or permit to be done any act or thing, which in the opinion of the Licensors might interfere with, injure, or impair the operating efficiency of, use of, or access to any City lands and infrastructure.
- 3.2.6 The Licensee shall permit persons authorized by the Licensors, at all reasonable times, to enter and examine the condition of the Licence Area and any and all improvements on it, and upon notice by the Licensors, to repair, clean-up or otherwise restore in accordance with such notice.
- 3.2.7 The Licensee covenants that on termination of this agreement the Licensee will deliver up possession of the Licence Area and restore the affected road right-of-way area by removing the temporary sidewalk, in substantially the condition in which they existed at the start of the term to the satisfaction of the City, acting reasonably.

3.3 INDEMNIFICATION AND CONSEQUENTIAL LOSS

The Licensee agrees to indemnify and hold harmless the Licensors, its Council, officers, employees and agents, against and from any and all loss, claims, actions or suits, costs, (including, but not limited to, legal fees on a solicitor and client basis), for or on account of injury, bodily or otherwise, to, or death of, persons or animals, damage to or destruction of property, by reason of anything done or omitted to be done by the Licensee in breach of this Agreement, excepting only such injury or harm as may be

caused by the fault or negligence of the Licensor, its Council, officers, employees or agents.

3.4 INSURANCE

- 3.4.1 The Licensee shall maintain public liability insurance, with a company licensed and registered to do business in the Northwest Territories, for the Licence Area and any improvements to it, and the temporary sidewalk, in an amount of not less than \$2,000,000.00, or such other amount as reasonably directed by the Licensor from time to time ("Policy").
- 3.4.2 The Policy shall be endorsed to add the Licensor as an additional insured, so as to cover the activity in the Purpose of the Licence Area, with thirty (30) days written notice to be given to the Licensor prior to the cancellation of, or material change to, the Policy.
- 3.4.3 Upon request from the Licensor the Licensee shall provide the Licensor with a certificate of insurance as documentary evidence of such insurance.

3.5 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws in force in the Northwest Territories.

3.6 ASSIGNMENT

The Licensee shall not assign this Agreement without the prior written consent of the Licensor.

3.7 NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement, or to exercise any rights herein, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any subsequent occasion.

3.8 TERMINATION WITHOUT NOTICE

- 3.8.1 The Licensor may, in its sole discretion, terminate this Agreement without notice or delay on the happening of any of following events:
 - (a) the Licensee breaching any of the terms or conditions of this Agreement;
 - (b) the Licensee becoming insolvent or being unable to pay its debts as they generally become due;
 - (c) the Licensee making an assignment for the benefit of its creditors or being petitioned into Bankruptcy; or
 - (d) a Receiver or Trustee in Bankruptcy of the Licensee being appointed.

3.8.2 The Licensors shall not, by reason of the termination of this Agreement without notice be liable to the Licensee for compensation, reimbursement or damages.

3.9 TERMINATION WITH NOTICE

The Licensors may, in its sole discretion, terminate this Agreement with thirty (30) days written notice, and will not by reason of the termination be liable to the Licensee for compensation, reimbursement or damages.

3.10 COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between the parties. It is subject to change only by an instrument executed in writing by both parties.

3.11 SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the Licensors and the Licensee.

3.12 HEADINGS

The division of the Agreement into paragraphs and articles is for convenience of reference only and shall not affect the interpretation or construction of this contract.

3.13 TIME OF THE ESSENCE

Time shall be of the essence.

3.14 SEVERABILITY

In the event that any of the provisions contained herein shall be held unenforceable or declared invalid for any reason whatsoever by a court of competent jurisdiction, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

3.15 NOTICES

3.15.1 Where notice is required, or is permitted to be served on one party by the other, the notice shall be given in writing and may be delivered personally, delivered or sent by mail or facsimile transmission to the following addresses:

Notices to: City of Yellowknife
P.O. Box 580
Yellowknife, NT X1A 2N4
Fax: (867) 920-5649

Attention: Manager, Planning & Lands Division

Notices to: XXXX

Yellowknife, NT

3.15.2 Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.

3.15.3 A written notice or communication sent by mail shall be deemed to have been received ten (10) days after the date of posting. Whenever a notice or communication is sent by facsimile transmission, acknowledgement from the receiving party must be given to the other party that the notice or communication has in fact been received for it to be effective

4. EXECUTION

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

**THE MUNICIPAL CORPORATION OF THE
CITY OF YELLOWKNIFE**

Per: _____ *(seal)*
PLANNING ADMINISTRATOR

XXXX

Per: _____
Signature

Name, Position

Per: _____
Signature

Name, Position