



NEW BEDFORD HISTORICAL COMMISSION

Thirty Three William Street ▪ New Bedford ▪ Massachusetts ▪ 02740
Telephone: 508.996.4095 ext 11 ▪ Fax: 508.984.1250

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Application is hereby made for the issuance of a Certificate of Appropriateness under the provisions of Massachusetts General Law, Chapter 40C, as amended.

FOR OFFICE USE ONLY

Application #:
Date:
Plot #:
Lot #:
Fee:

1. Address of Property: 34 UNION STREET
2. Name (business or historic): SLAINTE IRISH PUB
3. Applicant: BARRY FLYNN
Phone #: 617 438 2604
Address: 46 LAKE SIDE AVE DARTMOUTH 02747
4. Property Owner: BARRY FLYNN DENIS KEOLHANE
Phone #: 617 438 2604
Address: 34 UNION STREET NEW BEDFORD 02740
5. Architect or Contractor: BARRY FLYNN
Phone #:
Address:

6. Description of all proposed exterior work and start date:

PATIO IN FRONT OF ABOVE BUILDING

7. Documents attached
- photographs
 - material and/or color samples
 - scaled architectural drawings
 - receipt of payment

8. Signatures (both are required)

Barry Flynn
Applicant

Scaled drawings and photographs of existing conditions and proposed work must be provided. Incomplete applications will be returned.

Owner



PLANNING BOARD

CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

July 16, 2013

Greetings,

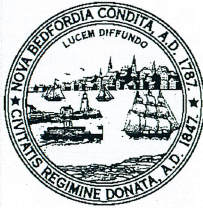
In an effort to facilitate and regulate attractive, affordable and safe options for outside dining areas located on the City's sidewalks, or other public rights of way, the City of New Bedford has implemented a "Sidewalk Café" permitting process, resulting in a license. This license would allow an establishment which also holds a common victualler's license, and which also serves dinner, to have temporary, seasonal access to permitted areas in the public rights of way, for the uses of its patrons. The process for permitting the service of alcohol in these areas is more formal, while the process for allowing only eating in these areas is quite informal.

You are receiving this letter because you are the recipient of a common victualler's license from the City. Please understand that you are under no obligation to provide outdoor seating and dining; however if you do, we have included a permit application and the form of license which results, as well as a copy of the City ordinance which more fully explains the process.

Please do not place seating, tables or other obstructions in the sidewalk area in front of your business, unless and until you have completed the application process and have received a license to do so. If you have any questions regarding this notice, or with the process, please do not hesitate to call the City Planning Office at (508) 979-1488.

Sincerely,

Jill Maclean
Acting City Planner



Sidewalk Café Permit Application

Return completed application, supporting documentation, and application fee to:
City of New Bedford-Planning Department Room 303 at City Hall. For assistance,
Please call (508) 979-1488

Applicant Information

Date: MARCH 16TH
Restaurant Owner: SLAINTE IRISH PUB
Restaurant Address: 34 UNION STREET
Telephone: 617 4389604 Fax: _____
Requested Number of Outdoor: Tables: 8 Chairs: 32

Permit Type

- New Permit (\$25)
 W/alcohol (\$50)

Required Materials (Applications will not be accepted without the following)

- Copy of a valid restaurant license.
- Copy of a current certificate of insurance, naming the City of New Bedford as additional insured.
- A layout, drawn to scale on 8.5 x 11" paper, which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk café, size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area.
- Photographs, drawings, or manufacturer's brochures describing the appearance and dimensions of all tables, chairs, umbrellas or other objects related to the sidewalk Café.
- Signed Hold Harmless Agreement
- A Non-refundable application fee
- New permit - \$25
- New Permit W/alcohol expansion \$50

If this application is approved, I hereby agree to abide by all the relevant City regulations pertaining to the installation of sidewalk cafes, including but not limited to Chapter 15 Article VI Sec. 15-100 of the City Code of Ordinances.

Signature – Restaurant Owner

Barry Flynn

Official Use Only

Review date: _____ All materials submitted: _____ yes Liquor License: _____
Signature: _____ Fee: _____

**Hold Harmless Agreement
(Sidewalk Café Permit)**

In consideration of being issued a permit for the use of the public right-of-way (hereinafter referred to as the "property" for a sidewalk café, the undersigned applicant (hereinafter referred to as the "permittee") agrees to indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims, lawsuits, damages, and cause of action, which may arise out of the permittee's activity on the sidewalk café, and for any loss or damage arising out of the use, or the discontinuance of any use.

The undersigned agrees and understands that the use of the property is temporary, on a day to day basis; that the undersigned does not acquire any right, title, or interest in such property, that the undersigned may be required by the City at any time to vacate all or any part of the property that the undersigned has been given permission to use; that upon demand to vacate such property, the undersigned agrees to properly remove any personal property placed thereon by the undersigned and to return the property to the same condition that it was in prior to commencement of such use or to reimburse the City for the cost of removing such property and restoring the property to its prior condition and that the undersigned has no recourse against either the City or its officers, employees or agents, either for any loss or damage occasioned by his or her being required to vacate all or any part of the property which the undersigned has been granted permission to use.

The undersigned further agrees at all times hereafter to comply with all municipal ordinances, rules, and regulations of the City of New Bedford, Massachusetts.

Dated this 16 Day of MARCH, 2015

Name of Business/Restaurant SHANTE IRISH PUB

Barry Flynn
Signature of Permittee

BARRY FLYNN
Printed Name of Permittee

Title OWNER

Witness

**City of New Bedford
Sidewalk Café License**

THIS LICENSE, MAINTENANCE AND INDEMNIFICATION AGREEMENT is made as of this 1st day of MAY, 20 15, by and between the CITY OF NEW BEDFORD, acting by and through its Planning Board hereinafter the "City", and SLAINTE IRISH POB (hereinafter the "Licensee"), with a place of business at _____, and with executive offices at the same address.

WITNESSETH THAT:

WHEREAS, Licensee is the owner and operator of the restaurant known as the SLAINTE IRISH POB which is located at the owner's premises at 34 UNION STREET New Bedford, Massachusetts, (hereinafter the "Site"); and

WHEREAS, the Licensee petitioned the Planning Board for the issuance of a license for the purpose of placing a [temporary] sidewalk café (hereinafter "Café") directly in front of the Site; and

WHEREAS, the Planning Board approved Licensee's petition for a license; and

WHEREAS, the Licensor requires that this Agreement be entered into as a condition of the granting of a license for the Café.

NOW THEREFORE, in consideration of the license given by the Licensor to the Licensee, the Licensee agrees as follows:

I. TERM OF LICENSE:

Unless otherwise terminated by the Licensor, the license to have a Café on the Licensor's property shall be temporary, and the license will be issued for the period of May 1, 20 15 to October 31, 20 15.

II LICENSED AREA:

1. Location:

- a. The Café shall be located directly in front of and contiguous to the Site. The exact location of the Café is shown on a plan entitled RATIO, prepared by BARRY FLYNN, and dated MARCH 16 2015 which plan is on file with the office of the City of New Bedford.

2. The Licensee shall obtain and maintain liability insurance for the period stated in Section I above. The minimum amount of insurance shall be in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, personal injury, bodily injury and property damage. The coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members as an additional insured. This coverage must be primary. The policy will require a 30 day advance written notice of cancellation or non-renewal sent to the City Solicitor and the City Planner. A copy of the Certificate of Insurance is attached hereto as Exhibit B.
3. Prior to the issuing of any permits by the Planning Board, the Licensee shall provide the Licensor with an original Certificate of Insurance that names the City as an Additional Insured.

VI. NOTICE REQUIREMENTS:

1. All notices shall be in writing and shall be by certified or registered mail, return receipt requested, addressed as follows:

If the Licensor at: Office of the City Planner
133 William Street
New Bedford, MA 02740
With a copy to:
The office of the City Solicitor
133 William Street
New Bedford, MA 02740

And if to the Licensee at:

VII. TERMINATION:

1. Notwithstanding any language to the contrary, the Licensor reserves the right to terminate this Agreement and to require the Licensee to remove the Café from the Site if and when it deems it necessary or convenient.

VIII. ADDITIONAL TERMS AND CONDITIONS:

1. The Café shall be used solely for the purpose of dining. Consumption of alcoholic beverages is permissible but only if authorized by the Licensing Board.

2. The Café shall not be used solely for the purpose of serving alcohol.
3. The Licensee shall comply with all applicable federal, state and local rules, regulations and laws, and any amendments thereof.
4. In the event the Site is located within a historic district, the Licensee shall obtain a letter from the City Historic Commission, which sets forth approval of the Café and any furniture used therewith. A copy of said letter shall be attached hereto as Exhibit C.
5. The Licensee shall ensure that the Site remains in a clean and sanitary condition, and that the Licensee shall be solely responsible for the removal of trash from the Site.

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

CITY OF NEW BEDFORD
Acting by and through its City Planner

LICENSEE

Bamy Flynn

Date: _____

Date: MARCH 16 2015

Ordinances
Sidewalk Café
License form 3-18-08

- b. The Licensee shall have the obligation to prevent encroachment onto space not covered by this license.

2. Dimensions:

- a. The Café measures 378 square feet. At all times the Licensee shall ensure that the Café extends no more than the area allowed by this License.
- b. The Licensee shall ensure that, at all times, there will be at least four (4) feet of sidewalk free for pedestrian traffic.
- c. The Licensor reserves the right to require that more than four (4) feet of sidewalk is made available during certain hours of the day, or days of the week.

3. Pedestrian/Patron Access/Use:

- a. Licensee shall provide safe and adequate access to patrons making use of the Café and to pedestrians making use of the public way in or near the Café or Site.
- b. The Licensee shall ensure that no alcohol is sold or consumed outside of the Café and Site.
- c. The Café shall be constructed and maintained so as not to constitute a hazard or danger to persons making use of the Café or Site and the public way.

4. Removal:

- a. The Licensee shall ensure that all structures comprising the Café, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during periods of non-use, and at the expiration of this license.
- b. The Licensee shall remove all fixtures, chairs, tables, fencing, bollards, planters and any other items related to or connected to the Café from the public way on the last effective date of this license.

III. FEES AND COSTS:

1. To be Paid by the Licensee:

- a. The Licensee at its own cost and expense shall maintain the Site and Café.

- b. The Licensee shall bear all financial responsibility for any and all improvements to the public way, both within and surrounding the Café, which are in the opinion of any City department or agency, required for the proper and safe operation of the Café.
- c. The Licensee shall bear all costs and expenses related to the construction and maintenance of any utilities and other amenities relative to this license and operation of the Café.
- d. The Licensee shall, prior to its entry upon, or use or occupancy of the Site, and prior to installing or constructing any part of the Café, have paid any and all required fees associated with this license and any taxes or fees due to the City. No permit fees or other fees will be waived.
- e. Annual Rental Fee:
 - (i) The annual license fee shall be _____ Dollars (\$.00) which is payable in full before the issuance of the license.

(ii)

2. By the Licensor:

- a. The Licensor shall not be required to make any improvements to the public way that will be occupied by the Café, or expend any money for the benefit of the Licensee.

IV HOURS OF OPERATION:

The Café shall operate the same hours as the establishment to which it is attached unless it is in or within one hundred (100) feet of a residential use, then it will close at 10:00 p.m. at the latest.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

- 1. The Licensee shall indemnify and save harmless the Licensor against all claims and demands of all persons or entities for damages, costs, expenses or compensation for, on account of, or in any way growing out of the use and occupancy by the Licensee, his patrons, and or invitees of the Site and Café, or by reason of any act or neglect of said Licensee, its officers, agents, and employees, or by any reason of any violation of any term or specification contained in this Agreement or in any license or permit necessary in the said use and occupancy of the Site or Café.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Malcolm & Parsons Insurance Agency 6 Freeman St. P.O. Box 527 Stoughton MA 02072	CONTACT NAME: Anne Parsons	
	PHONE (A/C No. Ext): (781) 344-3200	FAX (A/C No.): (781) 344-1425
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hospitality Mutual		
INSURER B: Hartford Casualty Insurance Co		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master 11/19/2014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			00034080GL	11/27/2014	11/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECKJ3671	12/2/2014	12/2/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			00034082LL	11/27/2014	11/27/2015	Per Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tavern

CERTIFICATE HOLDER

CANCELLATION

nnanopoulos@newbedford-ma. City of New Bedford 133 Williams Street New Bedford, MA 02740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anne Parsons/LYNN <i>Anne Parsons</i>
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BUSINESS CERTIFICATE

City of New Bedford

New Filing

Renewal

Filing Fee: \$40.00

This Certificate, file # 126720, Expires 12/3/2016

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of.

Business Name: SLAINTE IRISH PUB & GRILL

(Please Print)

Corporate Name: CORK COUNTY INC.

(Please Print)

is conducted at 34 UNION STREET

Zip 02740

Business Phone: 5089943355

(P.O. Box not permitted)

by the following named person(s)

Owner Name: BARRY FLYNN

Owner Tel: 6174382604

Owner Home Address: 46 LAKESIDE AVE.

NORTH DARTMOUTH, MA 02747

Owner Name 2:

Owner 2 Home Address:

Signed

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

Commonwealth of Massachusetts

County: Bristol

Date 12/3/12

personally appeared before me, the named individual(s)

the above date and made oath that the foregoing statement is true.

Signature:

Notary Public/Designated Clerk

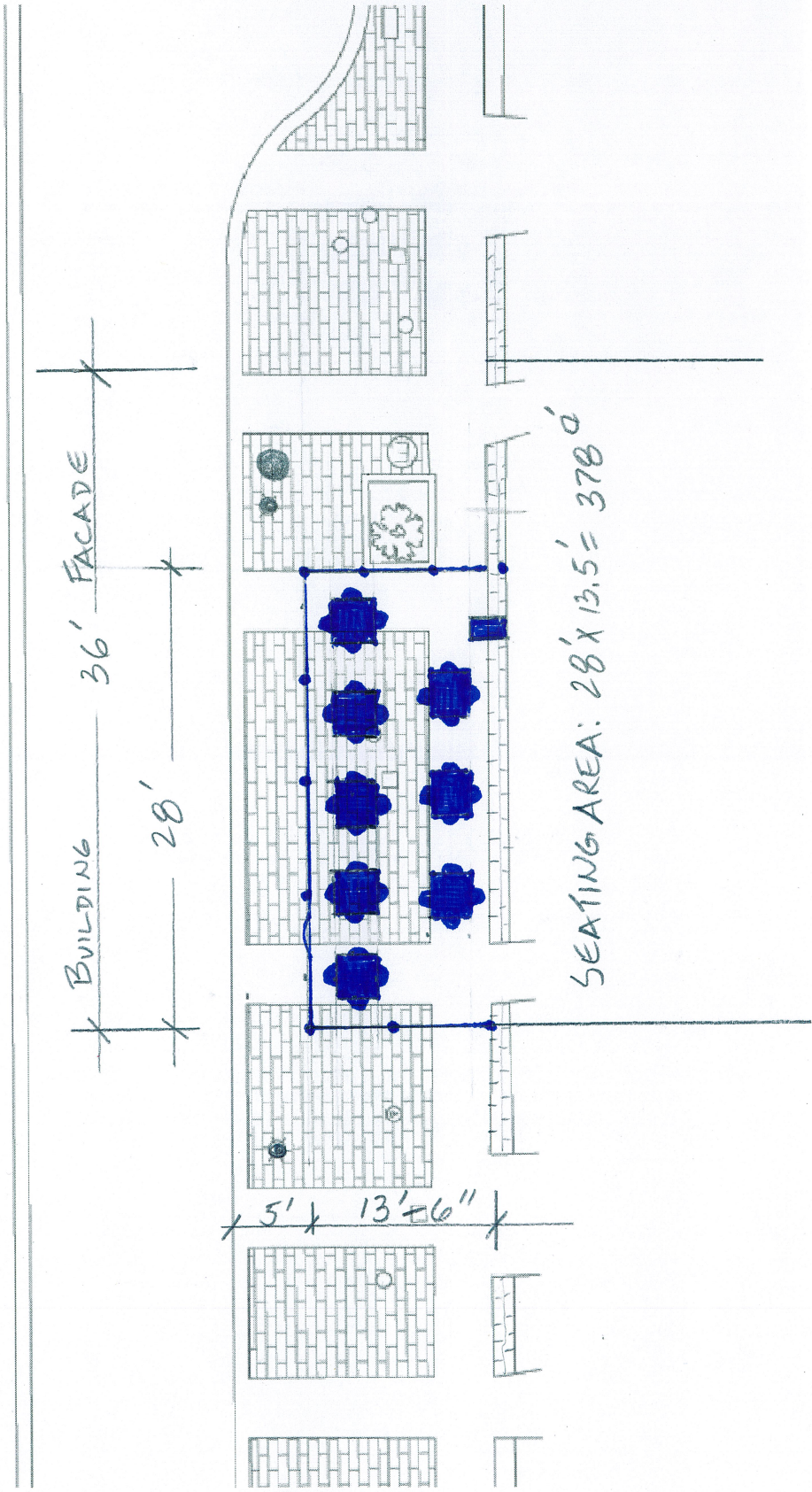
(Notary seal)

Commission Expires: 1/1

Important Notice: This certificate expires four years from the date of issue. If you cease conducting business before that time, the requires that you withdraw this certificate with the Office of the City Clerk. Any change of location, residence or owner must be filed in the office of the City Clerk. A business operating in violation of this State Law "shall be punished by a fine of not more than \$300. for 1 month during which such violation occurs."

THIS CERTIFICATE DOES NOT GRANT PERMISSION TO CONDUCT BUSINESS IN VIOLATION OF ZONING LAWS.

34 Union Street CAFE SEATING





h pub

sláinte

Gáille

sláinte

irish pub

sláinte

irish pub

sláinte

irish pub



GUINNESS



irish pub



irish pub



irish pub



CONTRACT FURNITURE COMPANY

Professional Grade Furniture Seller

WWW.CONTRACTFURNITURE.COM

Custom Brochure

Thank you for your interest in Contract Furniture.

This is the custom brochure you created on our web site at www.ContractFurniture.com

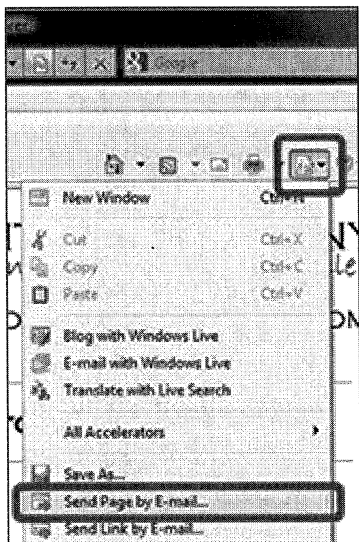
For more information, or to place an order,
please call (310) 544-2382 or toll-free at (800) 507-1785.

Please come back and visit us again!

Instructions to email your Customer Brochure

Note: Instructions provided for Windows Internet Explorer (versions 7 & 8).

- Located in the tab bar:
 - a. Click on the **Page** icon.
 - b. Then click on the **Send Page by E-Mail...** menu item.
- Or, located in the menu bar:
 - a. Click on the **File** menu item.
 - b. Then hover your cursor over the **Send** submenu item.
 - c. Finally, click on the **Page by E-Mail...** submenu item



Contract Furniture Company
2325 Palos Verdes Drive West
Suite #307
Palos Verdes Estates, CA 90274
sales@contractfurniture.com

Phone: 310-544-2382
Fax: 310-544-2387

Toll-Free: 800-507-1785
Toll-Free: 800-507-1789

Product #: 2203636-01
Our Price: \$86.67

CONTRACT FURNITURE COMPANY

36" Square Micro Mesh Table Top

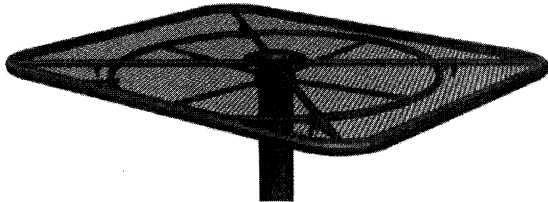
Specifications

Top Dimensions 36" x 36"

Seats 4

Umbrella Hole Yes

Wrought Iron Cafe Series Features



- Frames are constructed of 13/16" high strength tubular steel
- All furniture features fully-welded frames for strength and durability
- Metal furniture is electrostatically primed (e-coated) and powder coated to resist corrosion, chipping, scratching and ultraviolet rays
- Standard tests performed: MEK rubs, mandrel bend, impact, salt spray and OUV - to ensure our powder coated finishes meet high quality standards for commercial applications
- Durable, heavy-gauge steel mesh resist warping and bending from continued commercial use, providing outstanding structural integrity
- In stock for immediate shipment
- 3-Year Limited Warranty

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sales@contractfurniture.com

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Fax: 310-544-2387

Toll-Free: 800-507-1785
Toll-Free: 800-507-1789

Visit us on the web at www.ContractFurniture.com

Product #: 2343700-01
Our Price: \$69.34

CONTRACT FURNITURE COMPANY
Professional Grade Furniture

Butterfly Leg Dining Table Base

Specifications

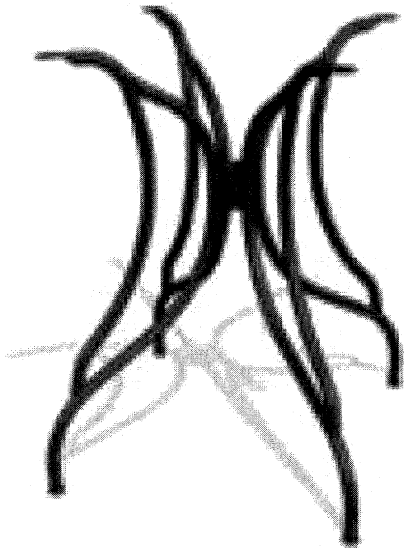
Height 29"

Base Dimensions 32" Leg Spread

Made for 36" to 42" table tops only

Wrought Iron Cafe Series Features

- Frames are constructed of 13/16" high strength tubular steel
- All furniture features fully-welded frames for strength and durability
- Metal furniture is electrostatically primed (e-coated) and powder coated to resist corrosion, chipping, scratching and ultraviolet rays
- Standard tests performed: MEK rubs, mandrel bend, impact, salt spray and OUV - to ensure our powder coated finishes meet high quality standards for commercial applications
- Durable, heavy-gauge steel mesh resist warping and bending from continued commercial use, providing



- outstanding structural integrity
- In stock for immediate shipment
- 3-Year Limited Warranty

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 Suite #307
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Phone: 310-544-2382
 Fax: 310-544-2387

Toll-Free: 800-507-1785
 Toll-Free: 800-507-1789

Visit us on the web at www.ContractFurniture.com



Product #: 2061100-04
 Our Price: \$100.00

Summerfield Arm Chair

Specifications

Width 24"
 Depth 21"
 Height 33"

Seat Height 17"

Turn to our Summerfield dining chair for stylish, sturdy barrel-style seating. Mig-welded frames made of sturdy stock perform wonderfully in commercial settings, and are powder coated for long-lasting appeal. This seat is stackable and in stock for immediate shipment.



Wrought Iron Cafe Series Features

- Frames are constructed of 13/16" high strength tubular steel
 - All furniture features fully-welded frames for strength and durability
 - Metal furniture is electrostatically primed (e-coated) and powder coated to resist corrosion, chipping, scratching and ultraviolet rays
- Standard tests performed: MEK rubs, mandrel bend, impact, salt spray and OUV - to ensure our powder coated

the **groundUP** stores

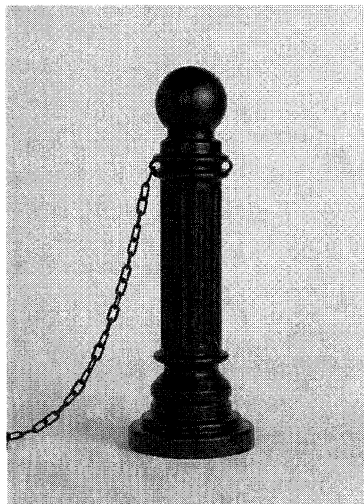
Phone: 1-815-315-0898 Toll free: 1-855-305-4854
1-815-280-0719

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Plastic Chain designed to accompany with the ArmorKraft Decorative Post series. Add accent and demarcation to your decorative posts.

Available in White and Black only.

Details

SKU	SKUEMPSAKCB
Weight	1.00 lbs

Selections

Chain Color	<input type="text" value="Please Select An Option..."/>
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Our price: \$28.00

Quantity	<input type="text" value="1"/>
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