

COVID-19 Temporary Patio Registration Form

Date: _____

Patio Information	Street No.:	Street Name:
	Please select one of the following options: <input type="checkbox"/> Patio is on the Public Right of Way <input type="checkbox"/> Patio is on private property	Will alcohol be served on the patio? <input type="checkbox"/> Yes <input type="checkbox"/> No

GENERAL INFORMATION:

Applicant Information	Applicant's Name: (print)	Daytime Phone No.:
	Email Address:	
Owner's Information	Building Owner's Name: (print)	Daytime Phone No.:
	Email Address:	

DECLARATION:

I hereby declare that the construction of the patio at the above noted location will comply with the general safety requirements outlined on this registration form and the Provincial Regulations for social distancing. I understand that if the patio is in the Public Right of Way, I am agreeing with the insurance, indemnification and release clauses outlined in Appendix 1, and I will provide a Certificate of Insurance to the City of Winnipeg Risk Management Division within 5 business days of registration.

I acknowledge the patio is temporary in nature until October 13, 2020, unless otherwise extended by the City as a result of the Province's plan, and may be terminated by the City with 48 hours' notice (unless emergency access is required for patios in the Public Right of Way, and/or operational safety concerns are identified in which case no notice is required). This registration form does not imply authorization of a permanent patio or imply approval for matters under Provincial jurisdiction. Currently, there are no applicable City fees or charges for temporary patios.

General Safety Requirements:

1. Patio must be open air - no tents/structures/canopies.
2. Patios with 60 persons or less shall be provided with one or more means of egress (minimum of one – 3'-0" (900mm) opening or swing gate).
3. Patios with greater than 60 persons, shall provide two remote means of egress (minimum of two – 3'-0" (900mm) openings or swing gates that open out from the patio).
4. A fence surrounding the patio is required if alcohol is being served.
5. Fences must be secured without damaging or drilling into the sidewalk, roadway or curb.
6. Patio umbrellas, planter boxes, signs, sandwich boards, etc. must not overhang or extend beyond the fenced area.
7. A clear path of pedestrian travel of 5'-0" (1.5 m) min. must be maintained on the sidewalk.
8. Patio must be 19'-8" (6 m) back from a bus stop if any.
9. Patio must not extend in front of adjacent tenant spaces.
10. There must be access to a fire extinguisher inside or outside the building, and 3'-3" (1 m) clearance for the fire department connection.
11. The organization of tables, seating and access must accommodate a wheelchair.
12. Fence and all furniture within the patio must be equal to or less than 3'-3" (1 m) in height.
13. Business name and logo may appear on fencing, but other banners and signs are generally prohibited.
14. The size of patio should be limited as necessary to minimize disturbance where there are nearby residential dwellings. Patio service shall be stopped by 11:00 pm unless otherwise extended by the City, and sound levels are not to exceed 60d Ba.
15. All cooking must take place inside within the licensed area.
16. No open-air fires (bonfires, no solid fuel permitted) allowed within the patio, however enclosed gas radiant heaters can be used as per manufacturer's instructions.
17. The patio area shall be set back from the face of the curb by a minimum of 1'-8" (0.5m).
18. In an emergency maintenance/repair situation the patio elements will be removed by others to allow for the maintenance/repair activities. In a non-emergency maintenance/repair situation notice will be provided to the applicant to have the patio elements removed to allow for the maintenance/repair activities.

Additional General Safety Requirements for Patios in the Right of Way:

19. Patios are not permitted on two-lane roads.
20. Patios in the curb lane are only permitted in locations where parking is allowed at all times of day. Locations like Portage Avenue where parking is prohibited during peak periods are not permitted.
21. Patios cannot encroach into existing loading zones.
22. Patios cannot be located on streets with a speed limit over 50 km/h.
23. Patios cannot be within 29'-7" (9m) upstream of stop signs, traffic signals.
24. Patios cannot be within 9'-10" (3m) of an intersection.
25. A post with a hazard marker sign must be added to the outside corner of the patio facing oncoming traffic. The hazard marker sign (reference WA-36R from the Manual of Uniform Traffic Control Devices for Canada) should face traffic approaching the patio and be located on the post such that the bottom edge of the sign is no more than 3'-3" (1.0 m) above the boardwalk.
26. The side of the patio adjacent to traffic must end a minimum 3'-3" (1.0m) from the edge of the adjacent travel lane.
27. That the top of the patio be level with the top of the curb where pedestrians cross back and forth from the patio to the sidewalk/boulevard.
28. A fence with a height equal to 3'-3" (1.0m) must separate the patio from the roadway.

Applicant Signature: _____

Building Owner Signature: _____

APPENDIX 1

SECTION 1 INSURANCE

Insurance required

- 1.01 The Grantee will obtain and maintain during the full term of this agreement a general liability policy of insurance which includes without limitation the following provisions:
- (a) the City of Winnipeg to be added as an additional insured;
 - (b) the policy to contain a cross liability clause or severability of interest clause;
 - (c) minimum limits of \$2,000,000.00 all-inclusive, including bodily injury & property damage, contractual liability, host liquor liability and products and completed operations;
 - (d) provide for thirty (30) days prior written notice of cancellation; and
 - (e) shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.

Deductibles

- 1.02 All applicable deductibles shall be borne by the Grantee and the Grantee shall pay all deductibles when same become due and payable.

Certificates of insurance

- 1.03 The Grantee shall file with the City an annual Certificate of Insurance at the following address:

Attention: Supervisor of Insurance

The City of Winnipeg
Risk Management Division
3rd Floor - 185 King Street
Winnipeg, Manitoba, R3B 1J1

Email: insurance@winnipeg.ca

SECTION 2 INDEMNIFICATION AND RELEASE

Indemnification by Grantee

- 2.01 The Grantee shall, at its sole cost, effort and expense, indemnify, keep indemnified and save harmless the City from and against:
- (a) all claims, actions or proceedings for loss, injury (including death), damages or compensation, whether to real or personal property, wherever situated, by any person, firm or corporation (including, but not limited to, any member, employee or agent of the Grantee, invitee, or third party), whether claiming through or under the Grantee or otherwise, caused by reason of, or in any way attributable to the Grantee's use of the Encroachment Area;
 - (b) any charges, costs, legal fees and expenses incurred by the City in connection with or arising out of all claims or demands, including the expense of any action or proceeding pertaining to such claims or demands.

Release by Grantee

- 2.02 In addition to the indemnification provided in section 2.01, and without limitation, the Grantee agrees that, except where caused by the gross negligence or willful misconduct on the part of the City, and, despite anything else in this agreement, the City will not be liable for, and hereby releases the City from, the following:
- (a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities
 - (b) any indirect or consequential damages, including, but not limited to, loss of profit.

Indemnities survive termination

- 2.03 The indemnities and releases in this agreement will survive the expiration or earlier termination of this agreement.