

COVID-19 Temporary Winter 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
	What type of patio are you currently operating: <input type="checkbox"/> COVID-19 Temporary Summer Patio <input type="checkbox"/> Seasonal Patio <input type="checkbox"/> Neither, this is a new patio application	What type of winterized temporary structure would you like to construct: <input type="checkbox"/> Temporary Wind Barrier (No Overhead Covering) <input type="checkbox"/> Temporary Awning <input type="checkbox"/> Temporary Tent <input type="checkbox"/> N/A (No structure, but operational through winter)

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, unless previously provided. I understand that winterizing the patio by installing an awning, wind barrier, or temporary tent requires review by a technical advisory committee prior to operation, and that I have attached the required documentation requested below for approval.

I acknowledge the patio is temporary in nature until March 31, 2021, 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.

General Winter Safety Requirements:

29. Propane or electric heaters are acceptable. If using propane in a tent, additional safety requirements apply. Refer to the additional winter safety requirements for temporary patio tents for details.
30. If using electric heat, the heater should be used as per manufacturers instructions and maintained in an area one meter from combustible material. Electric heaters should not present a trip hazard and should be plugged directly into the source or into an extension cord that is rated for the appliance and approved by ULC or CSA.
31. Electrical cables on the ground shall be placed in trenches or protected by covers to prevent damage by traffic.
32. Heaters must be placed 5'-0" (1.524 m) from any combustible material.
33. Shelter material must meet CAN / ULC-S109 or NFPA 701 standards for flame spread ratings.
34. Shelter material must be transparent/translucent.
35. Business name and logo may appear on shelter material, but other banners and signs are generally prohibited.
36. Winter patios must be a minimum of 4'-3" (1.3 m) to approaches to allow for snow clearing.
37. A clear path of pedestrian travel of 7'-2" (2.2 m) min. must be maintained on the sidewalk for snow clearing.
38. The patio area shall be set back from the face of the curb by a minimum of 4'-11" (1.5m) for storage of snow.
39. Building owner must remove snow from around the patio perimeter.
40. Building owner must maintain a safe walking surface free of snow by mechanical removal and use of abrasives.
41. Building owner is responsible for the removal of windrows at patio entrances and exits resulting from sidewalk snow clearing by the City.
42. Wind barriers must be equal to or less than 6'-0" (1.8 m) in height.
43. Awnings must be a minimum height of (2.5 m - 98.5") above the ground.
44. Building owner must regularly inspect and remove accumulated snow from awnings or overhead tent surfaces to prevent stress on the structure.
45. According to Manitoba Health, the construction of any tent or other structure (such as an awning/wind barrier) would be considered an enclosed public space or indoor workplace if more than 25% of its total floor area is covered from above by a roof canopy or other physical barrier that is capable of excluding rain; and more than 50% of its perimeter is more than 50% enclosed. For more information on what constitutes an enclosed public space please refer to the Non-Smokers Health Protection and Vapour Products Act: (C.C.S.M. c. N92) Sect 4(1) – (5) https://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=174/2004

Additional Winter Safety Requirements for Temporary Patio Tents:

46. Tents must be 900 sq. ft. or less. Tents greater than 900 sq. ft. must apply for a special event permit by completing the commercial alterations design summary application form.
47. Radiant heaters cannot be used inside of tents.
48. If using propane heat in a tent, the tank and heater must be located outside of the tent, with heat pumped into the tent and products of combustion released outside. No kerosene heaters within a tent.
49. Tents shall have one (1) side open or shall be provided with at least one (1) exit. Note: Tents with an occupant load of more than 60 persons shall be provided with two (2) exits that swing out. Exits cannot swing into the right of way.
50. Minimum size of an exit shall be 2 ft. 8 in. x 6 ft. 8 in. (810 mm x 2030 mm). Note: The total required width of exits shall be based on 6.1 mm/person.
51. Where more than one (1) exit is required, exits shall be placed remotely and separated by a distance of not less than one-half the diagonal dimension of the floor area.
52. If the occupant load of the tent exceeds 60 persons and the tent is illuminated by electric lighting, then emergency lighting must be provided for the main exit routes and aisleways.
53. If the occupancy load of the tent exceeds 60 persons or if the lighting levels are below that which would provide easy identification of the exits, then exit signs must be provided over all exit doors. The exit signs must be illuminated continuously while the tent is occupied. Exit sign illumination may be from either inside or outside of the sign.
54. Tents shall not be erected closer than 10 feet (3 m) to other structures on the same property.
55. The ground enclosed by a tent for not less than 10 ft. (3 m) outside of such structure shall be cleared of all flammable materials that will carry fire.
56. Electrical cables on the ground, in areas used by the public in a tent, shall be placed in trenches or protected by covers to prevent damage by traffic.
57. Each tent shall be provided with a minimum of one - Type 2A10 BC (Dry Chemical) extinguisher.

NOTE: Operation of all patios must meet all physical distancing and occupancy requirements, and remain in compliance with all current and existing provincial public health emergency orders.

Required Documentation Checklist (Winterized Patios):

Please submit the following documentation where applicable for review and approval. Note that hand drawings where applicable are acceptable and an Engineer/Architect is not required.

- Material Certification** – Certification document from the manufacturer/supplier confirming the shelter material must meet CAN / ULC-S109 or NFPA 701 standards for flame spread ratings.
- Site plan** – including the size of structure, distance from the structure to the building/other structures on the site, property line, sidewalk/roadway, and demonstration of all safety requirements being met through dimensioning the plan where applicable.
- Floor plan** – including the exit locations, proposed seating layout, placement of exit signs (where applicable), type of heating and location of heating within the tent, and demonstration of all safety requirements being met through dimensioning the plan where applicable.
- Elevations** – Including any proposed design detailing (e.g. logo), and demonstration of all safety requirements being met through dimensioning the plan where applicable.

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.