

COVID-19 Temporary Winter Patio Registration Form

Date: _____

Patio Information:

Business Name:	
Street Number.:	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 winterized temporary structure would you like to construct: <input type="checkbox"/> Temporary Awning <input type="checkbox"/> Temporary Wind Barrier (No overhead covering) <input type="checkbox"/> Temporary Tent (including domes) <input type="checkbox"/> N/A (No structure, but operational through winter)	

General Information:

Applicant Information	Applicant's Name: (print)	Daytime Phone Number:
	Email Address:	
Owner's Information	Building Owner's Name: (print)	Daytime Phone Number:
	Email Address:	

Declaration:

I hereby declare that the construction of the patio at the above noted location will comply with the 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 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, 2022, unless otherwise extended by the City as a result of the Provinces 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 winter patios.

General Safety Requirements:

1. Patio must be open air - no tents/structures/canopies (unless a tent is otherwise reviewed and approved under the temporary winter patio program. Refer to the Additional Safety Requirements for Winter Patios with Temporary Tents).

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. Patio must be 19'-8" (6 m) back from a bus stop if any.
8. Patio must not extend in front of adjacent tenant spaces.
9. There must be access to a fire extinguisher inside or outside the building, and 3'-3" (1 m) clearance for the fire department connection.
10. The organization of tables, seating and access must accommodate a wheelchair.
11. Fence and all furniture within the patio must be equal to or less than 3'-3" (1 m) in height
12. Business name and logo may appear on fencing, but other banners and signs are generally prohibited.
13. The size of patio should be limited as necessary to minimize disturbance where there are nearby residential dwellings. Sound levels are not to exceed 60d Ba.
14. All cooking must take place inside within the licensed area.
15. 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.
16. The patio area shall be set back from the face of the curb by a minimum of 1'-8" (0.5m).
17. 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.
18. 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.
19. Propane shall be stored outdoors at all times, as per CAN/CSA – B149.2 Propane Storage and Handling Code requirements. Contact Fire Prevention at 204-986-8200 for further details.
20. If using electric heat, the heater should be used as per manufacturer's 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.
21. Electrical cables on the ground shall be placed in trenches or protected by covers to prevent damage by traffic.
22. Heaters must be placed 5'-0" (1.524 m) from any combustible material.
23. Shelter material shall meet CAN/ULC S109 and NFPA 705 (formerly NFPA 701) "Flame Tests of Flame Resistant Fabrics and Films".
24. Shelter material must be transparent/translucent.
25. Business name and logo may appear on shelter material, but other banners and signs are generally prohibited.
26. Winter patios must be a minimum of 4'-3" (1.3 m) to approaches to allow for snow clearing.
27. A clear path of pedestrian travel of 7'-2" (2.2 m) minimum must be maintained on the sidewalk for snow clearing.
28. 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.
29. Building owner must remove snow from around the patio perimeter.
30. Building owner must maintain a safe walking surface free of snow by mechanical removal and use of abrasives.

31. Building owner is responsible for the removal of windrows at patio entrances and exits resulting from sidewalk snow clearing by the City.
32. Wind barriers must be equal to or less than 6'-0" (1.8 m) in height.
33. Awnings must be a minimum height of 8'-2" (2.5 m) above the ground.
34. Building owner must regularly inspect and remove accumulated snow from awnings or overhead tent surfaces to prevent stress on the structure.
35. 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) web2.gov.mb.ca/laws/regqs/current/pdf-regqs.php?req=174/2004

Additional Safety Requirements for Patios in the Right of Way:

36. Patios are not permitted on two-lane roads.
37. 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.
38. Patios cannot encroach into existing loading zones.
39. Patios cannot be located on streets with a speed limit over 50 km/h.
40. Patios cannot be within 29'-7" (9m) upstream of stop signs, traffic signals.
41. Patios cannot be within 9'-10" (3m) of an intersection.
42. 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 m) above the boardwalk.
43. The side of the patio adjacent to traffic must end a minimum 3'-3" (1 m) from the edge of the adjacent travel lane.
44. The top of the patio must be level with the top of the curb where pedestrians cross back and forth from the patio to the sidewalk/boulevard.
45. A fence with a height equal to 3'-3" (1 m) must separate the patio from the roadway. Note that winterized patios allow for taller wind barriers. Refer to winter patio safety requirements for details.

Additional Safety Requirements for Winter Patios with Temporary Tents (including domes):

46. Tents must be 900 sq. ft. or less. If grouped [i.e. less than 6'-0" (1.8 m) apart, the tent area will be measured cumulatively. 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. Location and use of fuel fired heating equipment requires the approval of the Department of Labour 204-945-3373. All fuel sources shall be located outside the 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'-8" x 6'-8" (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 aiseways.
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'-0" (3 m) to other existing structures on the same property, and must not be erected closer than 6'-0" (1.8 m) to each other.
55. The ground enclosed by a tent for not less than 10'-0" (3 m) outside of such structure shall be cleared of all flammable materials.
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.
58. Smoking and open flame devices shall not be permitted in a tent while occupied by the public. Post "NO SMOKING" signs.
59. Tent material shall conform to CAN/ULC-S109, 'Flame Tests of Flame-Resistant Fabrics and Films' while domes shall conform to CAN/ULC-S-102 'Test for Surface Burning Characteristics of Building Materials and Surfaces' or proven equivalent.

NOTE: Operation of all patios must comply with all current, and any future, provincial health emergency orders. This includes compliance with all physical distancing, occupancy limits, mask, and proof of immunization requirements.

Required Documentation Checklist (Winter Patios):

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

- Material Certification** – Certification document from the manufacturer/supplier confirming the shelter/tent material meets CAN/ULC-S109 and NFPA 705 (formerly NFPA 701) "Flame Tests of Flame Resistant Fabrics and Films", or the dome material conforms to CAN/ULC-S-102 'Test for Surface Burning Characteristics of Building Materials and Surfaces' or proven equivalent.
- 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.