

**TEMPORARY PATIO PERMIT APPLICATION FORM**FOR PATIOS **ON CITY PROPERTY** TO FACILITATE SAFE BUSINESS FOR VALID FOOD AND BEVERAGE SERVICE OCCUPANCY  
HOLDERS DURING THE COVID-19 PANDEMIC

Address of Proposed Patio: \_\_\_\_\_

Legal Description of Proposed Patio: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Patio Dimensions: \_\_\_\_\_ Sidewalk Patio  and/or, On-street Patio **Documents Required:** **Site Plan\***       **Proof of Insurance**       **Signed Declaration**

\*can be hand drawn

**Applicant Information:**

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City : \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No.: (Primary) \_\_\_\_\_ (Secondary): \_\_\_\_\_

Email Address: \_\_\_\_\_  Property Owner  Contractor**Owner Information** (if different than above):

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City : \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No.: (Primary) \_\_\_\_\_ (Secondary): \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contractor Information** (if applicable and different from above):

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City : \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No.: (Primary) \_\_\_\_\_ (Secondary): \_\_\_\_\_

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 with any relevant Provincial Regulations including but not limited to social distancing. I understand that if the patio is in the Public Right of Way (City property), I am agreeing with the insurance, indemnification and release clauses outlined in Appendix 1. I will provide a Certificate of Insurance to the City of Brandon within five (5) business days of registration unless previously provided. Permit will not be issued without submission of the Certificate of Insurance.

I acknowledge the patio is temporary in nature until October 31 of the year of application, unless otherwise extended by the City as a result of the Province's COVID-19 response plan, and may be terminated by the City within 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 application form does not imply authorization of a permanent patio or approval for matters under Provincial jurisdiction. Currently, there are no applicable City fees or charges for temporary patios. Should you wish to establish a permanent patio please contact the City of Brandon's Planning & Buildings Department at 204-729-2110 or [planning@brandon.ca](mailto:planning@brandon.ca)

\* Situations that could result in the City of Brandon cancelling a temporary patio approval include but are not limited to the business being unable to operate the patio in accordance with prevailing health orders, public safety concerns, failure to comply with temporary patio requirements, and / or demonstrated negative impacts on the surrounding businesses / neighbourhood.

## General Safety Requirements:

1. Patios 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" (900 mm) opening or swing gate)
3. Patios with 61 persons or more shall provide two means of egress (minimum of two – 3'-0" (900 mm) openings or swing gates)
4. If alcohol is being served, a barrier/fence surrounding the patio is required
5. Fence/barrier must be secured without damaging or drilling into sidewalk, roadway, or the curb
6. Patio umbrellas, planter boxes, signs, sandwich boards, etc. must not overhang or extend beyond the fenced area and must be setback at least 2' (0.6m) from a vehicle travel lane
  - Note: planter boxes can be used to create a barrier/fence
7. A clear path of pedestrian travel of 5'-0" (1.5m) min. must be maintained on the sidewalk
8. Patio must be 19'-8" (6m) back from a bus stop
9. There must be access to a fire extinguisher inside or outside the building, and a 3'-3" (1m) clearance for the fire department connection on the outside of the building if applicable
10. The organization of tables, seating, and access must accommodate Barrier-Free Design
11. Fence/barrier must be 3'-3" (1m) – 4' (1.2m) in height
12. Patio furniture must be equal to or less than 4' (1.2m) in height
13. Only the applicants business name and logo may appear on fencing, all other signs are prohibited for safety reasons
14. The patio should be designed to minimize neighbour disturbance where it is nearby residential dwellings. Patio service shall end by 11:00 pm, unless otherwise outlined in Public Health orders or otherwise extended by the City. Sound levels are not exceed 60 db
15. All cooking must take place inside the licensed premises. No food preparation or cooking shall be permitted on the licensed patio

16. No open-air fires (bonfires, no solid fuel permitted) allowed within the patio, however, enclosed gas radiant heaters can be used as per manufacturers' instructions
17. The patio area shall be setback from the face of the curb by a minimum 1' (0.3m) to allow for unimpeded drainage
18. In a public infrastructure/property emergency maintenance/repair situation 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 for maintenance/repair activities

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

19. Patios are not permitted on two-lane roads that do not have on-street parking lanes and insufficient sidewalk and/or boulevard space
20. Patios are only allowed on parking spaces where parking is allowed at all times of the day
21. Patios cannot encroach into existing loading zones unless an alternative loading zone can be created or located at the applicants expense
22. Patios cannot be located on streets with a speed limit over 50 km/h
23. Patios proposed to be located within 30 feet (9m) of a traffic control device must be setback 4' (1.2m) from the driving lane
24. Patios cannot be within 9'10" (3m) of an intersection
25. Depending upon location, 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, 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" (1.0m) above grade
26. The side of the patio next to traffic must be setback 2' (0.6m) from the edge of the vehicle travel lane
27. It is strongly recommended that a ramp for accessibility be located directly on the street surface
28. A fence or equivalent separation (e.g. planter box) with a height equal to 3'-3" (1.0m) – 4' (1.2m) must separate the patio from the roadway
29. On-street patios that occupy more than two parking stalls (approximately 12m/40 feet) must maintain a minimum 3'-3" (1.0m) clearance every two parking spaces to allow for pedestrian access to the sidewalk/boulevard

#### **NOTES:**

- Operation of approved patios must meet all current and future provincial public health emergency orders
- An approval for a temporary patio does not increase an existing approved occupant load

#### **Additional requirements regulatory requirements:**

Approval from Manitoba Health, Liquor, Gaming and Cannabis Authority of Manitoba (LGCA) and Brandon Fire & Emergency Services (BFES) is required. Their contact information is provided below:

#### **Manitoba Health**

Stefane Gravelle: [stefane.gravelle@gov.mb.ca](mailto:stefane.gravelle@gov.mb.ca)

#### **Manitoba Liquor, Gaming & Cannabis**

H. Earl Cheasley: [hecheasley@lgcamb.ca](mailto:hecheasley@lgcamb.ca)

**Brandon Fire & Emergency Services**

Kevin Groff: [k.groff@brandon.ca](mailto:k.groff@brandon.ca)

The City will contact the agencies to verify that your proposed patio has been conditionally accepted, there is no need for you to provide this to us.

The undersigned, being the applicant/property owner, hereby agrees to comply with all conditions and regulations set out herein, submits the required documentation, and requests issuance of a permit, as indicated above. The signature presented shall certify that, to the best knowledge and beliefs of the applicant/property owner the information furnished in the application is true, complete and accurate. The applicant/property owner hereby agrees to be bound by applicable Municipal By-laws, other regulations of the Municipalities and, in the case of the City of Brandon, Standard Construction Specifications, and to such conditions, restrictions, and regulations as may be imposed by a representative of the Municipality.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX 1**

### **SECTION 1 INSURANCE**

#### **1. Insurance Required**

The owner and/or applicant will obtain and maintain, during the full term of this agreement, a general liability policy of insurance which includes without limitation of the following provisions:

- b) the City of Brandon to be added as an additional insured;
- c) the policy to contain cross liability clause or severability of interest clause;
- d) minimum limits of \$2,000,0000 all-inclusive, including bodily injury and property damage, contractual liability, host liquor liability and products and completed operations;
- e) provide thirty (30) days prior written notice of cancellation; and
- f) shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents, or volunteers.

#### **2. Deductibles**

All applicable deductibles shall be borne by the owner and/or applicant and the owner and/or applicant shall pay all deductibles when the same become due and payable.

#### **3. Certificates of Insurance**

The owner and/or applicant shall file with the City an annual Certificate of Insurance at the following address:

Attention: Svan Sinclair  
City of Brandon  
638 Princess Avenue  
Brandon, MB R7A 0P3

Email: [planning@brandon.ca](mailto:planning@brandon.ca)

**SECTION 2**  
**INDEMNIFICATION AND RELEASE**

**4. Indemnification by owner and/or applicant**

The owner and/or applicant shall, at its sole cost, effort and expense, indemnify, keep indemnified and save harmless the City of Brandon 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 Owner and/or applicant, invitee, or third party), whether claiming through or under the Owner and/or applicant or otherwise, caused by reason of, or in any way attributable to the Owner and/or applicant'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.

**5. Release by owner and/or applicant**

In addition to the indemnification provided in section 4, and without limitation, the owner and/or applicant 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 direction or consequential damages, including, but not limited to, loss of profit

**6. Indemnities Survive Termination**

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