

## **Extended Temporary Public Patio Guidelines**

At the September 14, 2020 Council Meeting, a Notice of Motion brought forward by Mayor Buchanan and unanimously approved by Council to continue with the Temporary Patio Program for the duration of COVID-19 pandemic.

### **General Requirements**

Neighbourhood Pubs, Breweries, Restaurants, Specialty Food Services and Retail Businesses that have an existing Temporary Patio Permit can apply to extend the permit for the duration of the COVID-19 pandemic by following these Extended Temporary Patio Program Guidelines (the "Guidelines") and signing a new declaration form, which will form the agreement between the City and the Applicant regarding the use of the extended temporary patio.

The term for the extended temporary patio use permitted under these Guidelines will expire once the COVID-19 pandemic has been declared over and the extended patio area and any furniture, decking, decorations and other structures installed therein will be required to be removed within 30 days; however, the City may terminate any extended Temporary Patio Permit upon 24 hours notice.

By accepting an application for an extended temporary patio on a City roadway and/or sidewalk, the City will be granting to the Applicant a non-exclusive license of occupation to use the permitted area for the extended temporary patio on the terms and conditions set in the declaration and these Guidelines. This license is personal to the Applicant and is non-transferable and does not constitute an interest in land.

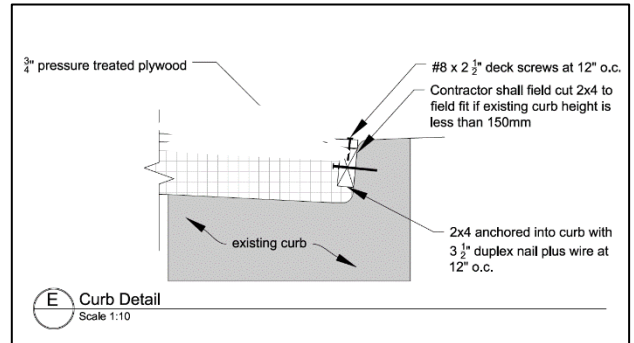
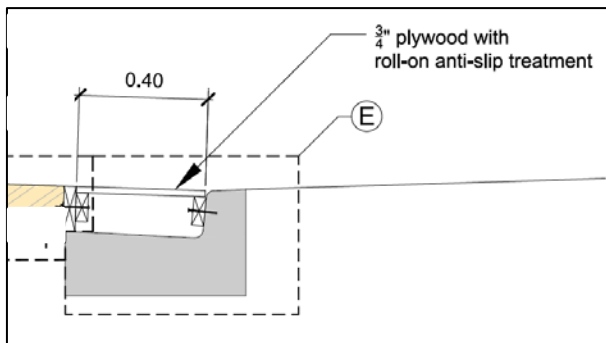
Read the Guidelines below and proceed with signing the new declaration form by which you agree to be bound by all of the terms and conditions in these Guidelines.

If a business owner is seeking to construct a patio that does not comply with the following Guidelines or is interested in a more permanent patio please contact the Patio Program Coordinator at [patioprogram@cnv.org](mailto:patioprogram@cnv.org).

### **General Requirements**

- The Applicant is responsible for obtaining all relevant permissions and meeting provincial liquor licensing and COVID-19 operational requirements including physical distancing and all orders issued by the Provincial Health Officer and Minister of Public Safety and Solicitor General related to the business of the Applicant.

- If the Applicant is a tenant, then the Applicant is responsible for obtaining continued written permission of its landlord that may be required for the extended temporary patio area and provide confirmation of such consent to the City.
- A detailed plan of the patio and any newly proposed structure must be provided to the City for review and approval. The plan must:
  - Include proposed dimensions, layout and materials – curbside patios must not exceed a width of 2.4m from the face of the curb.
  - Identify all utility access points which must be kept clear or designed to be readily accessible by City staff. If damage to a patio is incurred as a result of City forces accessing utilities the City will not be liable for repairs. Reasonable warning of utility access will be provided when possible.
  - Show that the patios are accessible to people using wheelchairs or other wheeled mobility devices.
  - Show a required continuous barrier at the edge of the patio adjacent to the road or parking area.
  - Show that structures placed in the parking lane must maintain 40cm of clearance from the face of the curb to the structure. See detail below:



- Be removable
- Be operable (i.e. can be easily opened and closed as necessary)
- Be in operation only during times of inclement weather; the default position of the weather protection is to be open
- Limit operations to appropriate portions of the year (October - April)
- Be soft-sided (i.e. No wooden, metal, hard plastic or cementitious materials along the façade)
- Be transparent along the façades (to maintain visual connection with the public realm)

### Structure/Fire Safety

- Should roof structures or enclosures of any sort be contemplated, staff consultation is required. Please contact the Patio Program Coordinator at [patioprogram@cnv.org](mailto:patioprogram@cnv.org).

- If an awning is within 50m of an intersection, please contact the City to review the location.
- Combustible awnings, umbrellas and other materials or decorations must be flame spread rated per the BC Fire Code (CAN/ULC S109). Standards other than CAN/ULC-S109 are not acceptable in BC.
- The Applicant must maintain 1 metre of clearance around Fire Alarm annunciator and Fire Department Connection.
- If a heating device is installed it must be installed under permit and incorporate manufacturer's clearances to the building and combustible materials. Any heating devices used in and around the patio must be used in compliance with the manufacturer's recommendations including for clearances to the building and combustible materials.
- The Applicant must ensure a fire extinguisher is located inside the closest building entrance.
- No cooking or food preparation is permitted outdoors.
- No storage is permitted in the outdoor dining area, including spare propane tanks.

### **Hours of Operation**

- Refer to the Provincial Health Order - <https://www2.gov.bc.ca/assets/gov/health/about-bc-s-health-care-system/office-of-the-provincial-health-officer/covid-19/covid-19-pho-order-nightclubs-food-drink.pdf>

### **Noise**

- No outdoor speakers or sound systems may be used.

### **Site Maintenance**

- The Applicant must maintain at its cost the extended temporary patio in a neat and tidy condition at all times and is subject to inspection by the City of North Vancouver. Clean-up at the location must be done daily.
- Garbage/waste will be recycled or disposed of properly off-site by the operator. Use of City garbage/recycling receptacles is prohibited. Disposal of any liquid waste into adjacent bodies of water or City drains is prohibited.

- Applicants must keep the gutter free of leaves and debris to ensure water can flow in heavy rain events.
- Applicants will be responsible for snow and ice removal within the patio area.
- Upon expiry of the permission to use the temporary patio, the Applicant will remove all works, furniture and improvements from the patio area and leave it in a neat and tidy condition to the satisfaction of the City.

### **Insurance**

The Applicant, at the Applicant's cost, and to the benefit of the City, will obtain and keep in force throughout the term of the use of the extended temporary patio, or any extension thereof, comprehensive general liability insurance in a form satisfactory to the City. The policy shall contain a cross liability clause and include the City as an additional insured. Such policy will be written on a comprehensive basis of not less than **Five Million Dollars (\$5,000,000)** per occurrence or such other limits as the City may from time to time require. The Applicant must provide the City, evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the City and give the City thirty (30) days written notice, by way of a registered letter, in the event of cancellation, lapse or any material change to the policy. Random inspections may be carried out by City staff confirming insurance coverage. If a suitable Certificate of Insurance cannot be produced to the City within 48 hours, the licensee will be considered in breach and the guidelines and privileges may be immediately revoked.

### **Indemnification by Applicant**

The Applicant will indemnify and save harmless the City from and against any liabilities, damages, causes of action, actions, claims, suites, judgments, costs, charges and expenses (including lawyers' fees and litigation expenses) whatsoever which the City may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Applicant of any obligation hereunder to be observed or performed by the Applicant, any wrongful act or neglect of the Applicant on or about the temporary patio area, any damage to property related to the Applicant's use and occupation of the temporary patio area or the death or injury to any person related to the Applicant's use and occupation of the temporary patio area.

### **Release by Applicant**

In addition to the indemnification provided above, and without limitation, the 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 any and all claims, causes of action, damages, demands for damages and other liabilities that may arise from the Applicant's use of the extended temporary patio area and the

City's permission provided for such use, including any cancellation of the permission for the use of the extended temporary patio area and any consequential losses.

### **Application Process**

1. Review Guidelines
2. Sign and return new Declaration to [patioprogram@cnv.org](mailto:patioprogram@cnv.org)