COVID - 19 WINTER READY OUTDOOR DINING GUIDELINES

To ensure safe operations during the winter, the City of Somerville will require all restaurants to follow the following guidelines through January 11, 2021. Licensees interested in operating beyond January 11, 2021 must detail their plans for winter operations through a Winter Ready Certification form, as a part of your COVID-19 Health & Safety Plan (HASP), to address issues such as a winter snow removal, heating device storage locations, or winter tents or structures. Licensees may be required to apply for additional permits as necessary to operate safely over the winter and the rest of the year.

TENTS AND OTHER WINTER STRUCTURE GUIDANCE

To amend your HASP or COVID 19 Outdoor Seating License, use the online CitizenServe platform to apply for a Licensing Commission License Amendment. Your outdoor seating must be licensed by the Licensing Commission whether it is on private or on public property. Application guidelines and Heating Device Requirements can be found here: www.somervillema.gov/restaurantreopening

The use of portable tents and portable winter structures are conditionally approved by the Licensing Commission for outdoor seating license holders, pending Fire Department and ISD approvals. Please do not install any structures or heating devices until you have received written approvals from ISD and Fire Department.

ALL OUTDOOR DINING AREAS:

❖ Heaters of any kind shall not be used under or inside tents and winter structures.
❖ Smoking is prohibited under or inside tents and winter structures.
❖ Tents and structures must have at least 50% of the sides open to allow air flow.
❖ Tents and structures that are completely enclosed, such as igloos, domes, or function tents, must have adequate ventilation to allow for air circulation. In addition, establishments
must post placards advising about increased risk of transmission with an enclosed space. Additional information may be required.

- Tents and structures larger than 120 square feet require a building permit and must meet all applicable building code requirements.
- During winter storm events, if a tent or structure is intended to remain in place it must have a snow load rating provided from the manufacturer. If a tent or structure does not have a snow load rating, it must be packed up and stored on December 31st or at the declaration of a snow emergency, whichever comes first.
- Any custom fabricated structures intended to provide overhead and side enclosure must be certified by a professional engineer or architect.
- All structural materials should have a fire-resistant certification or flame certification showing material is fire-rated or noncombustible.
- Use of tents and other temporary structures may be deemed unsafe and prohibited during severe weather events (wind, snow, ice, etc.)

**TENTS AND STRUCTURES**

- The maximum size tents that may be placed within sidewalks and parking spaces will be 10-foot by 10-foot.
- Multiple 10-foot by 10-foot tents may be used as long as they do not prohibit access to any tables and chairs and the public way.
- No staking of tents or structures is permitted in public rights-of-way.
- Each tent or structure leg must be weighted with a minimum of 40lbs.
- Weights must be securely attached to canopy roof and canopy leg separately
- Ropes and straps should be high quality
- Bungee or rubber straps are prohibited
- Weights must be on the ground and not dangling
- Weights and lines must not pose a hazard and be clearly visible
For maximum safety, tents and structures should be secured as soon as they are put up, and brought down as soon as weight is removed. Do not leave unsecured tents at any time.

The maximum width of any portable winter structures in the Streatery will be 12 foot wide.

MAINTENANCE

It is the responsibility of the Licensee for clearing and maintaining its entire licensed outdoor seating area in the event of snow or any other weather event.

In the event of a snow emergency, the Licensee must remove all permitted outdoor seating components in the public right of way (including by not limited to tables, chairs, protective structures, heating devices, planters, temporary barriers, etc.) to allow for the City’s snow removal in the public right of way; unless otherwise permitted through the Winter Certification process.

The licensee will remain responsible for clearing any portion of its licensed outdoor seating area not located in the public way. The City assumes no responsibility for any damage to private property in the permitted area.

The Licensee will need to add the city as an additional insured party on its liability insurance.
WINTER READY CHECKLIST

Outdoor café seating operations within sidewalks, public rights, and private spaces accessed by public sidewalk must plan and be responsible for the following:

SNOW AND ICE RESILIENCY

- Have a plan to remove the snow and ice from the public sidewalk(s) and licensed outdoor dining area. If the licensed area is within the street, the dining area must be free of snow and ice for dining operations. If a licensed area is on private property, a clear path must be provided to and from the public sidewalk.
- Understand public sidewalk snow removal responsibilities with your landlord if you are a tenant in your building.
  - Snow removal on public sidewalks must meet or exceed City shoveling rules [https://www.somervillema.gov/snow](https://www.somervillema.gov/snow)
- It is strongly recommended to have ice melt and sand on hand.
- Designate a snow storage location within your licensed area in the case of high snow volume storms.
- Plan for plows. Have a plan for your furnishings and barriers. Install snow poles or other reflective plow indicators along barriers. Each applicant under this program is responsible for removing and protecting any items in or adjacent to the public right-of-way that might be damaged by the city’s snow removal operations. The city’s snow plows will throw snow. This includes but is not limited to tables, chairs, umbrellas, planters, carpet, and barriers. DPW snow removal operations may be initiated even during light snow events and can continue for several days pending weather conditions. The city assumes no responsibility for any damage to private property in the expanded outdoor dining area, and permittee expressly releases City from all liability, damage, and cost for any damage to private property in the permit area.

WINTERIZATION STRATEGIES

- If using heating devices, amend your license for the use of heating devices
- If using a custom tent or roof, a building permit will be required
Plan for quick takedown/set up of all materials in the licensed area during/after the declaration of a city snow emergency unless you have been approved to stay in place:

- Stackable, foldable, lightweight furnishings
- Barriers that do not rely on screws and nails
If you are approved to stay in place, batten down or remove lightweight materials and help city plow crews know that you are there by installing indicator poles and other reflective elements:
WINTER READY CERTIFICATION

Complete and submit the following pages if you wish to continue operating outdoor dining past January 11th, 2021.

Please describe your winter operations plan, including the winterization of your outdoor seating area and snow removal plans. Please detail the materials that will be used and attach to this form any product data sheets or snow load ratings.

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Terms and Conditions:

The Licensee will be responsible for clearing and maintaining its entire licensed outdoor seating area in the event of snow or any other weather event. In the event of a snow emergency, the licensee will be required to remove all permitted outdoor seating components in the public right of way (including but not limited to tables, chairs, protective structure, heating devices, planters, temporary barriers,
etc.) (“the Equipment”) to allow for the City’s snow removal in the public right of way; unless otherwise permitted through the Winter Certification process.

The City assumes no responsibility for any damage to private or public property and licensee expressly releases City from all liability, damage, and cost for any damage to private property within the licensed area during snow removal. In addition, the licensee agrees to indemnify the City against any claims arising out of or in any way related to its failure to properly clear the public right of way as requested by the City. The licensee agrees to add the City as an additional insured party on its liability insurance.

Upon notice by the Licensing Commission, Commissioner of Public Works, or the City Engineer, the Equipment in the public way must also be removed if the public way needs to be accessed for a public purpose, including but not limited to snow removal, street repair, and utility work. The Licensee also agrees in the event of an emergency, the City may require removal of the Equipment without notice. If the licensee fails to adhere to these regulations, the violation may result in a fine or revocation of their outdoor seating license as determined by the Licensing Commission on a case by case basis.

By signing below, I ___________________________________ certify that my business is in compliance with the City’s Winter Ready Outdoor Dining Guidelines and I agree to the terms and conditions detailed above:

_________________________________________  _____________
Signature                                      Date