

The Corporation Of The City Of North Bay

By-Law No. 2016-30

**Being A By-Law to Adopt The
Sidewalk Patio Policy**

Whereas section 10.2(5) of the *Municipal Act, 2001*, as amended, provides that a municipality may adopt a By-Law with respect to economic, social and environmental well-being of the municipality.

And Whereas Council passed Resolution 2016-116 at its Meeting held on Monday, March 7, 2016, authorizing that the Sidewalk Patio Policy be adopted.

Now Therefore the Council of the Corporation of the City of North Bay Hereby Enacts as Follows:

1. That the Sidewalk Patio Policy attached as Schedule "A" hereto is hereby adopted.
2. This By-Law shall take force and effect upon being passed.

Read a First Time in Open Council This 7th day of March, 2016.

Read a Second Time in Open Council This 7th day of March, 2016.

Read a Third Time in Open Council and Enacted and Passed This 7th day of March, 2016.

Mayor Allan McDonald
SIRE\C01\SIDEWALK PATIO POLICY

City Clerk Karen McIsaac

THIS IS SCHEDULE "A"
TO THE CORPORATION OF THE CITY OF NORTH BAY
BY-LAW 2016-30



Sidewalk Patio Policy

Issued:	Revision Dates:	Approved by City Council:
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1. Policy

The City of North Bay, having jurisdiction over public Rights of Ways and other public lands, supports the establishment of sidewalk patios within the Downtown Improvement Area. As a result, Council authorizes the Managing Director, Community Services and the City Clerk to enter into annual Sidewalk Patio Agreements for the purpose of regulating and approving sidewalk patios on City owned lands within the Downtown Improvement Area, subject to the terms and conditions set out in the Agreement.

2. Definitions

Pop Out Sidewalk means publicly owned lands within North Bay's Downtown Improvement Area regularly used for on-street parking, which are contiguous to a sidewalk patio and provide temporary accommodation for pedestrian movement around the sidewalk patio, subject to entering into a Sidewalk Patio Agreement with the City of North Bay.

Sidewalk Patio means publicly owned lands within North Bay's Downtown Improvement Area contiguous to an indoor restaurant that are not enclosed by walls or a roof, where seating is provided for food and beverages to be served to the public, subject to entering into a Sidewalk Patio Agreement with the City of North Bay.

3. Background/Purpose

In May, 2015 Council directed Staff to establish a one season working agreement for a pilot project to test the viability of utilizing publicly owned sidewalk and on-street parking spaces in front of downtown businesses to establish sidewalk patios. This pilot project involved the development of a one season working agreement with "Tiny Italy" in order to grant them non-exclusive use of public property to establish such a sidewalk patio in front of their business at 334 Wyld Street from June 30, 2015 to October 2, 2015. The proprietor entered into an agreement with the City of North Bay and operated a temporary sidewalk patio and a temporary pop out sidewalk which occupied the sidewalk and three on-street parking spaces.

The establishment of sidewalk patios in the Downtown Improvement Area (DIA) would contribute to the attractiveness and vibrancy of the downtown core. Patios can enhance the ambiance of an area, resulting in the attraction of visitors and increased spending.

The results of the pilot project have been analyzed and the following policy has been developed in order to establish a standard process for business owners in the DIA to apply to establish outdoor patios that encroach onto property owned by the City of North Bay. Subject to provisions, this policy allows businesses located within North Bay's DIA to apply to enter into a Sidewalk Patio Agreement with the City of North Bay to occupy municipal sidewalks and on-street parking spaces from the Victoria Day long weekend in May to the Thanksgiving long weekend in October in order to establish sidewalk patios while maintaining pedestrian movement and protecting the public interest.

4. Cost

The construction and maintenance of any sidewalk patio or pop out sidewalk shall be wholly at the expense of the Applicant. The City of North Bay will not be required to pay for any work or supply any equipment required to make public lands more suitable for the proposed sidewalk patio or pop out sidewalk.

The Applicant may be eligible for an incentive under the Downtown Community Improvement Plan for up to \$1000 associated to design drawings and up to \$1000 for construction of the Sidewalk Patio.

5. Design Requirements

- 5.1 In order to be approved, sidewalk patios shall:
- Maintain a walkway with a minimum width of 1.8 metres to accommodate pedestrian movement around the sidewalk patio. This walkway may be located either on the existing public sidewalk or through the construction of a pop out sidewalk in the location of on-street parking;
 - Feature fencing or another vertical barrier that delineates the perimeter of the patio. The barrier shall utilize colour contrast to benefit people with visual impairments;
 - Not impact public access to or from adjoining lands; and
 - Be temporary in nature.
- 5.2 Where pop out sidewalks are required in order to accommodate pedestrian movement around the sidewalk patio, these temporary walkways shall:
- Feature fencing or another vertical barrier which separates the walkway from vehicle traffic;
 - Be designed and constructed so that there is no change in grade between the sidewalk and the pop out sidewalk;
 - Feature accessible signage;
 - Accommodate stormwater drainage;
 - Be located on the lands directly in front of the business applying to enter into the Sidewalk Patio Agreement;
 - Not be located where there are accessible parking spaces or loading zones or where access to those spaces may be impacted; and
 - Not be affixed to City property.
- 5.3 Should two or more eligible neighbouring businesses apply to establish sidewalk patios, patios and sidewalks shall be designed to provide one continuous path of travel for pedestrians.

6. Application Process

- 6.1 Applications shall be available through and submitted to the Downtown Improvement Area (DIA). The DIA shall review and provide recommendations on the design of the proposed patios before forwarding the applications to the City of North Bay's Planning Department. The Planning Department will advise the Engineering, Building, Parking and By-law Enforcement Departments of the application and request their comments. Subject to approval from these departments the Planning Department will then coordinate the completion of the Agreement between the City and the Applicant.
- 6.2 In order for applications to be deemed complete, applicants shall be required to submit the completed Application Form and design drawings, including a site plan and elevation, certified by a registered designer.
- 6.3 In order to be considered eligible, Applicants must comply with all applicable federal, provincial and municipal laws and pay all outstanding taxes and fines which remain unpaid after the applicable due date.
- 6.4 Applicants shall meet all requirements of the Alcohol and Gaming Commission of Ontario, if applicable.

7. Agreement

- 7.1 Successful applicants shall enter into a Sidewalk Patio Agreement with the City of North Bay. The Sidewalk Patio Agreement shall be standard for all applicants and will permit the lease of City owned property to permit the establishment of sidewalk patios and pop out sidewalks and outline the requirements,

responsibilities and liability associated with the encroachment.

7.2 Prior to the execution of the Sidewalk Patio Agreement, the Licensee will be required to provide the following:

- A Certificate of Insurance for public liability (personal injury and property damage insurance) in the minimum amount of five million dollars (\$5,000,000.00) naming “the Corporation of the City of North Bay” as an additional insured. This insurance must be maintained throughout the duration of the Agreement;
- A Certificate issued by the Workplace Safety and Insurance Board. This certificate must be current throughout the duration of the Agreement; and
- The direct costs related to the registration costs associated with registering the document on title on the subject property.
- A Rental Fee of \$100 per month/parking space. Where the sidewalk patio encroaches only on the sidewalk, the Rental Fee does not apply. The above mentioned fees will periodically be reviewed as part of the User Fee By-law and subject to change.

7.3 All Sidewalk Patio Agreements and supporting documents must be approved by the City Solicitor prior to the execution of the Agreement.

7.4 Council delegates authority to the Chief Administrative Officer or their designate and the City Clerk to enter into Sidewalk Patio Agreements on behalf of the City of North Bay.

8. Agreement in Effect

8.1 Licensees shall be responsible for maintaining the appearance of the leased lands and any furniture or fixtures. Licensees shall ensure that no litter, garbage or objectionable material accumulates on or around the lands.

8.2 Licensees shall provide written confirmation by a the registered designer that any sidewalk patio or pop out sidewalk has been constructed as proposed in the Sidewalk Patio Agreement within thirty (30) days of the acquisition of the lands.

8.3 The City of North Bay shall maintain the right to enter the leased lands in order to carry out repairs or maintenance to municipal infrastructure. The City shall provide written notice five (5) days prior to entering the lands, except in the case of emergencies. The Licensee shall be responsible for restoring any fixtures following the completion of any repairs or maintenance.

9. Expiration/Termination of the Agreement

9.1 Licensees shall remove all fixtures related to the sidewalk patio and pop up sidewalk prior to the expiration of the Sidewalk Patio Agreement and restore the leased lands to their previous condition. Should a Licensee fail to do so, the City of North Bay will have the authority to remove any remaining fixtures at the Licensee’s expense.

9.2 The City of North Bay retains the right to terminate any Sidewalk Patio Agreement at any time.