

MOBILE FOOD VENDING UNIT PILOT PROJECT

GUIDELINES

The Town of Okotoks (the “**Town**”) is conducting a pilot project (the “**Pilot Project**”) through which it will expand opportunities for mobile food vendors to locate on private property (with landowner permission) and certain public properties until October 31, 2022.

The purposes of these Guidelines are to establish requirements for the safe operation and siting of mobile food vending units and to mitigate the impacts of these vending units on permanent eating establishments, schools, and residential neighbourhoods. These Guidelines do not apply to mobile food vending units associated with special events, markets or tradeshow which are currently addressed through the existing special events licensing process.

For the purposes of these Guidelines the following definitions apply:

- “**Vendor**” means a person selling prepared food, beverages, snacks, ice cream or other food products from a Vending Unit; and
- “**Vending Unit**” means any mobile vehicle, cart, towable trailer, table/stand, or other such property used in the preparation, selling, or distribution of prepared food, beverages, snacks, ice cream or other food products.

PILOT PROGRAM APPLICATION REQUIREMENTS

1. To participate in this pilot program Vendors must obtain a mobile food vending business license. Mobile food vending business license applications and application requirements can be found on the Town’s Business Licensing webpage (<https://www.okotoks.ca/doing-business/business-licensing>) and are for a four (4) term from the application start date.
2. If a Vendor intends to carry out operations on roadways, sidewalks, public parks, municipally owned parcels, or reserve parcels (“**Public Property**”), the Vendor will be required to provide proof of insurance to the satisfaction of the Town. Additional approval may be required.
3. Before a Vending Unit can be used, it must be inspected and approved by the Town of Okotoks Fire Services. If a Vending Unit has previously been approved by another municipality, the Town may, in the Town’s sole discretion, accept the inspection report by that other municipality.
4. Further information is available from Economic Development at ecdevokotoks@okotoks.ca or 403-938-8052

GENERAL REQUIREMENTS

1. At all times when operating Vending Units, Vendors must hold a valid Town of Okotoks mobile food vending business license and comply with all terms of that business license, and must operate in accordance with the Vendor’s business license application including Schedule A – Terms and Conditions of that application form.

2. Vending Units must not operate outside of the hours of 7AM-11PM.
3. Vendor Units must supply their own power and water. Generators must not cause a disturbance, as determined under the Town of Okotoks Community Standards Bylaw. Noise mitigating generators are strongly encouraged and may be required by the Town on a case by case basis, in the Town's sole discretion.
4. Vendors must operate and maintain their Vending Units in a safe and clean condition and in good repair.
5. Vendors must ensure that the immediate area surrounding the Vending Unit is maintained and left in a clean state.
6. Vendors must make adequate arrangements to provide access to nearby washroom facilities for their employees.
7. Vendors must use compostable take-out containers and supplies at all times when such containers and supplies are reasonably available.
8. Vendors must ensure that all elements associated with their operation, including line-ups, waste receptacles, doors and awnings, do not cause any vehicular or pedestrian obstructions or hazards.
9. The following shall not be permitted in association with a Vending Unit unless otherwise approved by the Town, in the Town's sole discretion:
 - a. seating areas;
 - b. outdoor sound systems or speakers;
 - c. drive-through service;
 - d. signage beyond what is affixed to the vending unit; or
 - e. the sale of alcohol, tobacco, cannabis or any other non-food items.
10. At all times while the Vending Unit is in operation, the Vendor must provide waste receptacles on or near the Vending Unit that confirms to the Town's waste management program and the Vendor's approved discharge management program submitted with the Vendor's business license application.

LOCATION OF VENDING UNITS

1. Vendors operating Vending Units on private property must obtain written approval from the landowner and provide a copy of such approval to the Town immediately upon request.
2. Vendors operating Vending Units on public property adjacent to a private business, must provide written proof of invitation indicating their presence has been requested.
3. Operation of vending units on public property such as public parking lots, is limited to a single food truck during a specified time period. Vendors require permission from businesses adjacent to the parking lot in order to operate there.
4. Generators associated with a Vending Unit must have a minimum clearance of 1.0 m (3.2 ft) from any tree while in operation.

5. Smoke stacks associated with a Vending Unit must have a minimum clearance of 6.0 m (19.7 ft) from any tree while in operation.
6. The service window of a Vending Unit must be oriented away from any active drive aisle or road right-of-way while in operation.
7. Vending Units shall:
 - a. Not be parked in any barrier free parking spaces or impede access to and from an barrier free parking spaces;
 - b. Not be parked within 5.0 m (16.4 ft) of any fire department (Siamese) connections, hydrants, pedestrian crosswalks, driveways or alley access;
 - c. Not be parked in any fire lane, driving lane, loading zone, electric charging station or no parking zone;
 - d. Maintain a minimum clear path of pedestrian travel of at least 2.0 m (6.6 ft); and
 - e. Not be parked in any other location where, in the opinion of the Town, they are likely to create a safety hazard or impede the flow of pedestrian or vehicular traffic.
8. Vending Units must not be parked or operate in a restricted parking area (eg. Elizabeth Street) for more than 2 hours except with a temporary parking permit issued by the Town, in the Town's sole discretion. To apply for a temporary parking permit please call Okotoks Municipal Enforcement 403-995-6302.
9. Vending Units must not operate within 50.0 metres (164 ft) of a parcel containing an elementary, middle or high school or playfields associated with an elementary, middle or high school between 7:30AM-4:30PM, unless authorized by the Town in the Town's sole discretion. The separation distance is measured from the nearest point on the Vending Unit to the nearest point of the parcels of land on which the school or associated playfield is located.
10. Vending Units must not operate within any residential land use district or on any Public Property abutting a residential land use district except:
 - a. In the case of mixed-use land use districts with a residential component;
 - b. Vending Units which meet the following criteria may operate on public road right-of-ways between the hours of 11AM-8PM:
 - i. Vending Units must move continuously along the public road right-of-way and must not stop except when actively serving customers;
 - ii. Vending Units must only sell prepared food items, with no cooking to be carried out on-site and no cooking odours to be released from the Vending Unit; and
 - iii. Vending Units must not remain in one location or on one block face for greater than 15 minutes per day and must not operate on the same roadway more than once per day; or
 - c. with written approval by the Town, in the Town's sole discretion.
11. Vending Units must not operate within the boundaries of a special event approved by the Town except with the Town's written approval, in the Town's sole discretion.

ADDITIONAL REQUIREMENTS FOR VENDING UNITS ON PUBLIC PROPERTY

1. Vending Units that consist of trailers attached to vehicles must remain attached to a vehicle at all times when operating on a municipal road right-of-way.
2. Vending Units must not carry out operations:
 - a. on a street with a speed limit of greater than 50km/h;
 - b. on Elma Street East or Elma Street West;
 - c. on grass boulevards; or
 - d. on a public street (other than those excluded in section 2.a, b and c) unless the vendor has been invited by an immediately adjacent business. The vendor must provide the Town with written verification of this invite except with the Town's written approval, in the Town's sole discretion.
3. Vending Units must not remain on the same block or parcel of land for more than 5 consecutive hours in a single day, except with the Town's written approval, in the Town's sole discretion.
4. Vending Units in a restricted parking area for more than 2 hours must obtain a temporary parking permit. For information please contact Okotoks Municipal Enforcement at 403 995 6302.
5. On-street storage of Vending Units is prohibited.

MOBILE FOOD VENDING UNIT PILOT PROJECT

SCHEDULE A: TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. For the purposes of these Terms and Conditions the following definitions apply:
- a. “**Vendor**” means a person selling prepared food, beverages, snacks, ice cream or other food products from a Vending Unit; and
 - b. “**Vending Unit**” means any mobile vehicle, cart, towable trailer, table/stand, or other such property used in the preparation, selling, or distribution of prepared food, beverages, snacks, ice cream or other food products.

2. CONDUCT OF ACTIVITIES

- 2.1. The Vendor shall operate the Vending Unit and ensure that all activities carried out under this Agreement are carried out:
- a. In a good and workpersonlike manner;
 - b. In accordance with all applicable Town, Provincial and Federal laws, regulations, orders, bylaws and enactments, and the terms of all required permits and approvals, including those relating to physical distancing (and including the Town of Okotoks Business License Bylaw except as modified by this Pilot Project);
 - c. In accordance with the terms of the Vendor’s business license application (including all associated materials), the Town’s Mobile Food Vending Unit Pilot Project Guidelines, and these Terms and Conditions (collectively, the “**Agreement**”);
 - d. In such a manner that the site of the Vendor’s activities is kept neat, clean and safe; and
 - e. In accordance with any directives issued by the Town.

3. USE OF PUBLIC PROPERTY

- 3.1. If the Vendor uses public property for the purposes of the Pilot Project, including roadways, sidewalks, public parks, municipally owned parcels, or reserve parcels (“**Public Property**”) the following terms and conditions shall apply to such use:
- a. The Vendor shall not modify the Public Property or any improvements thereon (including any landscaping), or affix anything to the Public Property except with the prior written authorization of the Town, which shall be in the Town’s sole discretion;
 - b. The Vendor shall obtain prior written approval by the Town for use of any public parks, municipally owned parcels, or reserve parcels;
 - c. The Vendor shall not store or place any furnishings or other items on the Public Property excepting the Vending Unit except with the prior written authorization of the Town, which shall be in the Town’s sole discretion; and
 - d. The Vendor shall not bring, permit, allow, or release any hazardous substances (as defined in the *Environmental Protection and Enhancement Act*) onto the Public Property.

- 3.2. The Vendor's authorization to use Public Property is temporary in nature. No ongoing right to use Public Property outside of the Pilot Project is granted or implied by this Agreement. No exclusive right to occupy Public Property is granted or implied by this Agreement.
- 3.3. At any time when the Vendor uses Public Property, the Vendor shall immediately restore such Public Property to its prior condition, subject only to reasonable wear and tear.
- 3.4. The Town may require the Vendor to cease use of an area of Public Property at any time if the Town requires use of such Public Property on twenty-four hours' notice to the Vendor or immediately if such notice is not feasible, in the sole opinion of the Town.

4. TERM AND TERMINATION

- 4.1. The Pilot Project shall continue until October 31, 2022 unless terminated earlier as described herein or extended by the Town in the Town's sole discretion. This Agreement shall remain in effect until the expiry or termination of the Pilot Project, unless terminated earlier hereunder. Upon expiry or termination of this Agreement or the Pilot Project, the Vendor shall immediately cease all operations associated with the Pilot Project.
- 4.2. The Town may terminate the Pilot Project at any time on twenty-four (24) hours' notice to the Vendor, or immediately if the Pilot Project is found to be contrary to any applicable Town, Provincial or Federal laws, regulations, orders, bylaws, or enactments, including those relating to physical distancing.
- 4.3. The Town may terminate this Agreement at any time on twenty-four (24) hours' notice to the Vendor.
- 4.4. The Town may terminate this Agreement immediately on notice to the Vendor if the Vendor is found to have breached any term of the Vendor's business license application, these Terms and Conditions or the Guidelines, in which event the Vendor shall not be eligible to re-apply to participate in the Pilot Project except with Town approval, which shall be in the Town's sole discretion.
- 4.5. The Vendor may terminate this Agreement at any time on notice to the Town.

5. LIABILITY, RISK AND INSURANCE

- 5.1. The Vendor's participation in the Pilot Project and the operations of any Vending Unit shall be at the Vendor's sole risk and expense.
- 5.2. The Vendor shall indemnify and hold harmless the Town and the Town's officials, managers, employees, contractors and insurers from and against any claim, demand, action, cause of action, costs or damages resulting from the participation in the Pilot Project, the operation of any Vending Unit, or any negligence, wilful misconduct or breach of this Agreement by the Vendor or the Vendor's officials, officers, directors, managers, employees, contractors, invitees, guests, or any other person for whom the Vendor is responsible at law.
- 5.3. If the Vendor is carrying out operations on any Public Property for the purposes of this Pilot Project, the Vendor shall obtain and maintain insurance as follows, at the Vendor's sole expense:
 - a. General liability insurance on an occurrence form in an amount of not less than two million dollars (\$2,000,000.00) per occurrence for personal injury (including

death) and / or property damage, which shall name the Town as an additional insured and shall include an undertaking by the insurer to notify the Town at least thirty (30) days prior to cancellation of the policy; and

b. Property insurance for the full value of the Vending Unit and the Vendor's equipment, stock, and other property on or being used in respect of the Vendor's activities on the Public Property.

5.4. Prior to commencing any operations on any Public Property and at any time upon request by the Town if the Vendor is carrying out operations on any Public Property, the Vendor shall submit a certificate or certificates of insurance to the Town to the satisfaction of the Town confirming that the Vendor has obtained the insurance required pursuant to section 5.3 of this Schedule A – Terms and Conditions.

5.5. The approval by the Town of any certificate of insurance shall in no way detract from the Vendor's obligations hereunder.

5.6. The Vendor shall be responsible for all deductibles and premiums associated with all insurance required to be carried pursuant to this Agreement.

5.7. The Vendor's obligation to obtain insurance shall in no way limit or restrict the Vendor's obligations hereunder to indemnify and hold harmless the Town.

6. GENERAL

6.1. The headings in this Agreement are for convenience only and shall not affect their interpretation. Where the singular or masculine form of a term is used in this Agreement, it includes the plural, feminine or neutral, and *vice versa*.

6.2. Any notices to be issued to the Vendor under this Agreement may be issued by delivering such notices to the Vendor's business address as shown on the Vendor's business license application, mailing such notices to the Vendor's mailing address as shown on the Vendor's business license application, delivering such notices to the Vending Unit, posting such notices on the Vending Unit, or emailing such notices to the Vendor's email address as shown on the Vendor's business license application. Notices delivered or posted shall be deemed received at the time of delivery or posting, notices sent by email shall be deemed received the next business day, and notices sent by mail shall be deemed received seven days after they are sent.

6.3. Any notices to be issued to the Town under this Agreement may be issued by sending such notices to the Town by email to planning@okotoks.ca. Notices sent by email shall be deemed received the next business day.

6.4. The indemnities and other provisions in this Agreement which by their nature are intended to survive the termination or expiry this Agreement or the Pilot Project shall survive such termination or expiry.

6.5. The Vendor's rights under this Agreement are non-transferable and the Vendor shall not assign or attempt to assign any of the Vendor's rights or obligations hereunder.

6.6. The Vendor shall obtain all permissions, authorizations and approvals necessary from any government or regulatory entities and the owner of any property to be used by the Vendor as part of the Pilot Project (excluding Public Property, the use of which is governed herein).