



Village of New Denver

POLICY:	Temporary Licence of Occupation (for mobile vendors, merchant encroachments (commercial use), non-profit vendors, street performers, community events, private events and mobile vendor associations)		
Effective Date: May 12, 2026	Authorized By: Resolution _____	Amends: 2015 Policy	

INTENT

To establish guidelines and direction for the orderly use of Village sidewalks, boulevards, parks, rights-of-way, and street parking spaces for temporary commercial and community uses, ensuring appropriate location and design, safe and accessible public space, quality structural and aesthetic standards, equity among businesses, mitigation of municipal liability, and public safety and convenience.

POLICY CONTEXT

A Temporary Licence of Occupation is required for use of public space within the municipal boundaries by mobile vendors, merchant encroachments (commercial uses), non-profit vendors, street performers, community events, private events, and mobile vendor associations. These licences are issued at the discretion of Village of New Denver staff. Any decisions made under this policy by staff may be appealed by application to the Village of New Denver Council.

This policy does not apply to the use and enjoyment of parks and recreation facilities (Centennial Park, Kohan Garden, Knox Hall, Bosun Hall) for either casual or organized activity consistent with the designed purpose of such areas and facilities for which other forms of authorization under bylaw or policy may or may not be required.

POLICY DEFINITIONS

Village of New Denver ("Village")	The municipality of the Village of New Denver, a body corporate represented by the current elected Council or staff authorized to implement this policy and associated bylaws.
Public Space	Sidewalks, rights of way, boulevards, street parking spaces, parks, and parking lots owned or leased by the Village of New Denver, not specifically designed or purposed for the activity or event applied for under this policy but which may be suitable for temporary occupancy.
Parking Space	An area defined as measuring 5.5 meters in length, and 2.7 meters in width which may or may not be marked as a street parking stall, used as a benchmark to establish the sizing of a Licence Area.
Merchant Encroachment (Commercial Use)	A directly adjacent spatial accessory use to a business located on the main floor of a building, occupying portions of Public Space for the purpose of displaying merchandise, providing outdoor seating for the consumption of food and

	beverages, or supporting commercial activity associated with the primary business. Merchant Encroachment may include, but are not limited to, tables, chairs, benches, umbrellas, flower baskets, signage, display racks, merchandise displays, or similar accessories, provided all use remains within an approved Licence Area and complies with this policy.
Non-Profit Vendor	(Raffle Tent, Ticket Table, BBQ Stand, Fundraising Table etc.) An independently operated vehicle, structure, or mobile food vending apparatus occupying Public Space, typically to provide food and beverages, retail products, information or services for sale or free consumption by a non-profit entity, citizen association or service club, in an outdoor setting to either passers-by or seated patrons for the purposes of fund raising or addressing public awareness of a general or specific issue.
Street Performer	(Busker, Outdoor Band, Street Artist, Acrobat, Exhibitionist, etc.) An individual, duo, or group utilizing Public Space for the purpose of public exhibition of artistic expression, remunerated either voluntarily on site or by a set fee paid by a third party for commercial or non-profit purposes.
Community Event	(Parade, Faire, Outdoor Concert, etc.) A mass participatory event either centrally located or mobile, free of charge to the public for general admission for the purposes of entertainment or education, and organized by a non-profit entity other than a Mobile Vendor Association which may include Mobile Vendors, Non-Profit Vendors, Street Performers and Mobile Vendor Associations.
Mobile Vendor	(Street Vendor, Street Stand, Food Truck, Raffle Tent etc.) An independently operated vehicle, structure, or mobile food vending apparatus occupying Public Space, typically for the purpose of providing food and beverages, retail products, or services for commercial sale by a business entity, in an outdoor setting to either passers-by or seated patrons.
Mobile Vendor Association	(Farmers Market, Business Collective, etc.) A collection of independent Mobile Vendors established through organized association serving food, beverages, or specialized retail products in an outdoor setting to either passers-by or seated patrons by utilizing either vehicles, independent food preparation retail vending apparatus, or mobile shelters and occupying portions of Public Space.
Private Exclusive	(Wedding Ceremony, Family Gathering, Business Meeting etc.) An event requiring public exclusion within a specific area for privacy, ceremonial, or legal purposes.

Private Non-Exclusive	(Club or Association Meeting, Registrant Sporting event etc.) An event in which participation is exclusive to registrants or membership, but does not require public exclusion to a specific area other than to preserve the integrity of the event or pragmatically maintain public safety.
Temporary Licence of Occupation (“Licence”)	The mechanism of authorization for the legal establishment of Merchant Encroachment, Non-Profit Vendors, Community Events, Street Performers, Private Events, Mobile Vendors, and Mobile Vendor Associations.
Licence Area	The physical space to which the Temporary Licence of Occupation applies.
Staff	The Village of New Denver's Chief Administrative Officer, Corporate Officer, or designate.
Business Licence	An issuance by the Village of New Denver under Bylaw 580, 2004 or its replacements authorizing an individual, proprietorship, limited partnership, company, or corporation providing professional, personal, or other services for the purpose of gain or profit to operate within the jurisdiction of the municipality.

APPLICATION PROCEDURE

1. Merchant Encroachment

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Photograph of the building exterior where the parent business is located;
- ☐ Licence Area site plan including total area to be used;
- ☐ Specifications regarding proposed encroachments and amenities, including tables, chairs, benches, umbrellas, awnings, flower baskets, display racks, signage, fencing or railings, merchandise displays, or similar accessories; and
- ☐ Where applicable, a colour rendering or description of proposed furnishings, structures, or other amenities sufficient for Staff review.

2. Community Events

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Licence Area site plan or route including total area to be used; and
- ☐ A list of activities, Performers, and Vendors to be present.

3. Mobile Vendors

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Proof (if applicable) that the food truck or cart complies with kitchen ventilation and fire suppression standards set by National Fire Protection Association NPA 96;
- ☐ Specifications how the immediate area will be kept free from rubbish and debris generated by the vendor or customer;
- ☐ Photograph of the vehicle(s) or apparatus to be used;
- ☐ Licence Area site plan;
- ☐ Specifications on the location of any accessories (signs if permitted, tables, chairs, flower baskets, umbrellas, awnings, garbage and recycle receptacles etc.); and,
- ☐ Interior Health approval regarding food preparation, handling and storage.

A Mobile Vendor operating solely under the collective activity of a Mobile Vendor Association or a Community Event is exempt from requiring a Licence, provided the Mobile Vendor is a recognized participant of the Mobile Vendor Association or the Licensee of the Community Event.

4. Non-Profit Vendors, and Mobile Vendor Associations

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Proof of Mobile Vendor Association if applicable;
- ☐ Photograph of the vehicle(s) or apparatus to be used;
- ☐ Licence Area site plan including total area to be used; and,
- ☐ Specifications on the location of any accessories (tables, chairs, flower baskets, umbrellas, awnings, etc.).

5. Street Performers

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Specifications on nature and the location of any accessories.

Street Performers performing within the context and Licence Area of a Community Event do not require a Licence.

6. Private Events

The applicant submits a completed Licence application plus:

- ☐ A letter of intent that includes the hours and days of operation;
- ☐ Licence Area site plan including total area to be used; and,
- ☐ Specifications on the location of any accessories (tables, chairs, flower baskets, umbrellas, awnings, etc.).

INITIAL REVIEW AND ACCEPTANCE

7. Applications will be reviewed by Staff to ensure they are complete and meet policy intent. Staff may conduct a site visit as part of the review process. Applications not meeting the requirements of this policy or viewed by Staff as inappropriate may be rejected.
8. Once approval in principle is granted by Staff, the applicant must:
 - ☐ Complete a Licence Agreement to the satisfaction of Staff;
 - ☐ Submit payment of the established fees, including those for a Business Licence in the case of Street Performers (profit oriented);
 - ☐ Furnish proof of the required liability insurance if required or sign a required waiver; and
 - ☐ Furnish proof of any compliance required by third parties.
9. Licences will not be approved for any applicant requiring but not in possession of a valid and current Village Business Licence or having outstanding accounts with the Village.

INSURANCE AND THIRD-PARTY APPROVALS

10. Applicants must carry liability insurance that indemnifies the Village against any and all damages, injuries or claims arising from their use of the area so licensed in an amount no less than \$2 million. The insurance must indicate that the Village is an additional named insured for this use. Proof of this insurance must be supplied prior to approval of the Licence.
11. As an exception, Street Performers in lieu of insurance shall sign a waiver indemnifying the Village of any liability associated with their activity.
12. Licence of Occupation applicants must obtain the necessary applicable permits from the Village, the Ministry of Health, Liquor Control and Licensing Branch and other relevant or applicable licensing or regulatory agencies for the specific Licence Area in which they are proposing to engage. Proof of this may be required as part of the licence approval process.

TERM AND RENEWAL

13. Licences may be issued for a maximum of three years, renewable and payable annually, and pending applicability.
14. To annually renew, an applicant must submit before April 1st:
 - ☐ Payment of the seasonal or annual fee;
 - ☐ Proof of a current and valid Business Licence
 - ☐ Proof of valid liability insurance as outlined in section 12; and
 - ☐ A declaration that the terms of the Licence will remain strictly adhered to.
15. An annual renewal may be granted, provided that:

- ☐ The design, location and intent of the Licence Area remain the same as the previous year;
 - ☐ Any structures, vehicles, accessories, apparatus and signs associated with the Licence are maintained and in good repair; and
 - ☐ The Village has received no justifiable complaints
16. The Village may withhold the issuance of a renewal Licence if the Licence Area is not maintained in attractive and safe condition. The Village may remove poorly maintained structures at the owner's expense.
17. All Merchant Encroachments (Commercial Uses) are generally issued on a seasonal or annual basis as determined by the Village.

Unless otherwise approved by the Village, the standard seasonal operating period for outdoor seating and commercial sidewalk uses is May 1 to October 31, with all structures, furnishings, and accessories required to be removed by November 7.

Extensions beyond the standard seasonal period, including winter use of parking spaces or street rights-of-way, may only be authorized where supported by a favourable risk assessment and in consideration of applicable safety, operational, and maintenance requirements.

18. Non-Profit Vendors may be subject to alternative seasonal variations. The Village may approve alternate Licences periods upon written request and subject to the Village's operational requirements. Vendors will be required to vacate approved Licence Areas as directed by the Village to accommodate operational requirements.

GENERAL TERMS AND CONDITIONS

MERCHANT ENCROACHMENT DESIGN

19. Design guidelines for Licence Areas requiring a constructed platform shall be incorporated as follows for Merchant Encroachments:
- a) The design, materials, and colours of all Merchant Encroachments and associated accessories shall complement the architectural style and colours of the parent business façade. Accessories shall be constructed of quality materials and maintained in good repair and visual condition.
 - b) New signage, permanent changes to a building façade (i.e. repainting), and constructed platforms or structures may require a Development Permit, where located within a Development Permit Area.
 - c) All accessories, including but not limited to landscaping, flower boxes, umbrellas, awnings, tables, chairs, benches, display racks, signage, and merchandise displays, shall be contained entirely within the approved Licence Area.
 - d) Preferred materials for constructed Merchant Encroachments are those that demonstrate durability and retain a high visual quality from year to year. Constructed Licence Areas shall

be wheelchair accessible unless it is demonstrated to the satisfaction of the Village to be impractical.

- e) Constructed Licence Areas shall be flush with the sidewalk on level grades wherever practical. In cases where access is provided directly from the parent business, the Licence Area should align with the floor elevation of the building where feasible. On sloped grades, the point of entry shall be flush with the sidewalk unless impractical, in which case steps may be permitted.

20. A Licence Area may be required to have a removable fence, railing, rope, or other perimeter border installed, to separate it from the remainder of the sidewalk or adjacent vehicle traffic. Any Licence Area placing patrons or commercial activity within parking spaces must include an appropriate perimeter separation to the satisfaction of the Village.

Where the grade separation between the Licence Area and the street is less than one (1) metre, the Village may require installation of a low-profile painted curb or other safety barrier around the perimeter adjacent to the street. The maximum height of any railing, fence, or perimeter border shall be 1.02 metres as measured from the seating or standing level within the Licence Area.

LOCATION OF LICENCE AREAS

21. A Licence Area will not be permitted where, in the opinion of Staff, it may interfere with safe vehicle and pedestrian movements and may not be permitted adjacent to or upon Highway 6 or 31A, or within 6 meters of a stop sign, or in a location where visibility or safety is deemed an issue, unless appropriate traffic control measures and third-party approvals are in place.
22. Licence Areas may use a combination of Public Space as required. Merchant Encroachments shall be limited in size to the linear frontage of their parent business and in the case of a corner business they shall be adjacent to only one side of the business, both subject to the parking space restrictions listed below.

SIZING, SPACING AND CONDUCT OF LICENCE AREAS

23. Despite section 22 above, Merchant Encroachments shall occupy a maximum of one parallel parking space (or portion thereof) or a maximum of three (3) angled spaces (or portion thereof). Merchant Encroachments shall not use both a parallel and an angled parking space. All Licence Areas utilizing a sidewalk must leave a minimum width of 1.6 meters of sidewalk free and clear from obstructions for pedestrian use.
24. Parking Space for a licensed Mobile Vendor shall not exceed two (2) parallel parking stalls (or portion thereof) or three (3) angled parking stalls (or portions thereof) if such Parking Space is required on a street.

25. Licence Areas for Mobile Vendor Associations shall be measured by the estimated number of parking stalls occupied per event(s).
26. Non-Profit Vendors requiring Parking space shall occupy a maximum of one parallel parking stall if such Parking Space is required on a street.
27. Non-Profit Vendors Utilizing Public Space shall:
 - a. be limited to two vendors or performers per linear block;
 - b. not block doorways, display windows, impede pedestrian access or vehicular access to parking spaces not within a Licence Area.
28. Street Performers Utilizing Public Space shall:
 - a. be limited to two vendors or performers per linear block;
 - b. not utilize amplification equipment unless performing as or a part of a Community Event;
 - c. not block doorways, display windows, impede pedestrian access or vehicular access to parking spaces not within a Licence Area;
 - d. limit performing to between 10:00 am and 9:00pm daily;
 - e. occupy a specific location for no longer than one (2) hours within a four (4) hour interval before moving to a location no less than thirty (30) meters away;
 - f. introduce themselves to adjacent business owners or operators within ten (10) meters of their performance location;
 - g. respect the right of businesses to operate without undue disturbance by entertainment outside their premises.
29. A Licence Area shall not extend onto the sidewalk or street right-of-way/parking area in front of an adjacent business unless written agreement from the adjacent business is provided to the Village.
30. Licence Areas must be kept in a good, neat, and tidy condition and order and Licences shall make promptly, at their cost, all needed repairs to the surface of the Licence Area, whether for reasonable wear and tear or otherwise. No third-party signage is permitted, except upon pre-printed umbrellas.
31. All sidewalks and rights of way adjacent to the Licence Area must be kept free and clear of obstruction and open to pedestrian access at all times. Licensees shall exercise the greatest care in the use and occupation of Licence Areas and adjacent areas and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the use of the Licence Area.
32. A Licence Area may not use any amplified music after 9:00p.m. and shall not at any time disturb the quiet peace, rest, enjoyment, and comfort of persons in the neighbourhood or vicinity. The

hours of operation for a Merchant Encroachment may be the same hours of operation as the parent business.

33. The Village shall deem maximum capacity for Merchant Encroachments utilizing parking spaces within a linear city block or equivalent as being no more than 10% of available street parking spaces dedicated under Temporary Licence of Occupation at any one time. Maximum capacity for Mobile Vendors shall be established by designating specific and limited Licence Areas.
34. The Village retains the right to deny any Licence or revoke any permission under this policy at any time where it is found that the Licence or permission is creating difficulties deemed unacceptable to the Village.