

**Late Agenda Item**

**Committee of the Whole Agenda  
May 12, 2026**

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**Recommendation:**

That Council amend the agenda to add the following, received after publication of the agenda:

<b>4.7. Mobile Vending Requests and Mobile Food Vendor Temporary Park Permits</b>	<b>Pages</b>
Attachment A - "Mobile Food Vendor Temporary Park Permit Guidelines, Regulations & Application Package" has been revised to remove references to annual and seasonal components.	1-7

## ATTACHMENT A

**MOBILE FOOD VENDOR TEMPORARY PARK PERMIT**

## GUIDELINES, REGULATIONS &amp; APPLICATION PACKAGE

Applications to Regular Park &amp; Recreation Operations

Not Applicable to Special Events

**1. Permit Purpose**

The Town of Ladysmith ("the Town") permits approved Mobile Food Vendors to operate at designated Town park facilities to enhance regular park use and scheduled recreation activities. Approval under this Program is a privilege, not a right. The Town retains sole discretion to approve, refuse, suspend, or revoke permits based on operational capability, site suitability, safety, or compliance history.

This temporary park permit applies only to routine operations at Holland Creek, Arts & Heritage Hub, and Forrest Field. It does not apply to special events, tournaments, festivals, or private rentals. Food service for such events must be coordinated through the Town's Special Event Permit process, as outlined in the Town's Special Event Permit Policy.

Approval under this temporary park permit does not create a landlord-tenant relationship, does not grant exclusive use of park space, and does not confer any long-term or vested rights. Transfer Beach is managed seasonally under a separate agreement and may not be included in this Mobile Food Vendors Temporary Park Permit.

**2. Definitions**

Mobile Food Vendor – A fully self-contained, licensed vehicle equipped for food service.

Self-Contained Unit – A vehicle containing its own power source, potable water, grey water storage, waste systems, and equipment needed to operate independently.

Approved Location – A designated space assigned by the Town.

Operating Schedule – The days, times, and locations authorized in writing.

**3. General Eligibility Requirements**

All approved Vendors must:

1. Operate a fully self-contained Mobile Food Unit, including power, potable water, grey water storage, and waste containment systems.
2. Operate solely from within the approved vehicle unless otherwise authorized in writing.
3. Remove all equipment, refuse, wastewater, and materials from the site daily.
4. Operate only at assigned locations and during approved timeframes.
5. Power sources must comply with the Town's noise bylaw at all times.
6. Comply with all Town bylaws, provincial regulations, and public health requirements.
7. Permit are non-transferable. Vendors may not assign, sublease, or share their approved operating dates, locations, or permits with any other party.

No dedicated utility connections (power, water, sewer) are guaranteed unless expressly approved in writing.

**4. Hours and Location**

Operating days, hours, and assigned locations will be determined by the Town and confirmed in writing. Operating hours may vary by location and are not guaranteed.

Vendors must:

- Arrive and vacate within the approved timeframe.
- Park in the assigned location only.
- Maintain emergency access at all times.
- Not obstruct pathways, fields, playgrounds, or parking areas.
- No priority for returning vendors.

- A rotation system when demand exceeds capacity.
- Vendors must ensure customer queues do not obstruct pathways, emergency access routes, or recreation activities.

The Town reserves the right to modify, suspend, relocate, or cancel operating days due to:

- Inclement weather
- Operational or safety concerns
- Maintenance requirements
- Facility scheduling conflicts
- Poor air quality, extreme heat, or wildfire smoke conditions

Approval to operate does not grant exclusivity or priority over facility bookings. The Town reserves the right to cancel or relocate Vendors where facility demands require.

## 5. Fees

Vendors shall pay all applicable fees as established by the Town.

Fees may include:

- Non-refundable administrative application fee (\$35.00).
- Daily permit fee (seasonal rate structure).
- Additional fees if utilities are provided (where applicable).
- Damage or clean-up deposit (if required)

All fees include GST are payable monthly in advance for scheduled dates.

Refunds will not be issued for Vendor-initiated cancellations.

Rates are subject to annual review.

## 6. Permits and Licensing

Prior to final approval, Vendors must provide:

- Valid VIHA Permit to Operate (Mobile Food Vendor).
- Valid Business License (Town of Ladysmith or Inter-Municipal Business License).
- Any required provincial or federal food handling certifications.
- Fire inspection approval (if applicable).

Failure to maintain valid permits or licenses will result in immediate suspension of operations.

## 7. Insurance and Indemnification

Vendors must provide:

- Commercial General Liability Insurance with a minimum coverage of \$2,000,000 per occurrence.
- The Town of Ladysmith named as an Additional Insured.
- Coverage valid for the entire approved operating period.

The Vendor shall indemnify and hold harmless the Town of Ladysmith, its officers, employees, and agents from and against any and all claims, damages, losses, or expenses arising from the Vendor's operations.

The Town assumes no responsibility for loss, theft, or damage to Vendor property.

## **8. Self-Containment, Sanitation & Site Protection**

All Vendors shall:

- Be fully self-contained, including grey water storage and waste containment.
- Generator must comply with all Town noise bylaws and be fitted with manufacturer-approved mufflers or sound-attenuating equipment.
- Remove grey water daily. No dumping on-site is permitted.
- Provide their own garbage and recycling containers.
- Maintain the surrounding area in a clean and sanitary condition.
- Ensure no grease, wastewater, or food waste enters park grounds or storm drains.
- Comply with Town noise bylaws. Generators producing excessive noise may result in suspension.

The Town does not provide sewage disposal services.

Vendors are responsible for any damage to turf, pavement, landscaping, or infrastructure caused by their vehicle or operations. Repair costs may be deducted from deposits or invoiced separately.

Failure to maintain sanitation or site standards may result in suspension or revocation.

## **9. Signage**

- All signage must be affixed to the approved vehicle.
- Freestanding signs, flags, sandwich boards, tents, or additional advertising are prohibited unless authorized in writing.
- Signage must be professional and family-appropriate and removed daily.
- Signs must be removed at the end of each day.

## **10. Alcohol**

Alcohol sales are strictly prohibited under this Permit.

Alcohol service requires a separate Special Event Permit and applicable liquor licensing approval.

## **11. Code of Conduct**

Vendors and their staff shall:

- Conduct themselves in a courteous and professional manner.
- Respect other vendors, park users, and Town staff.
- Operate vehicles and equipment safely.
- Refrain from offensive, threatening, or disruptive behaviour.
- Not operate under the influence of alcohol or drugs.
- Vendors must adhere to all instructions from Town staff regarding safety, operational constraints, and temporary relocations.
- Comply with all Town policies, bylaws, and operational requirements.

Failure to comply may result in The Town may apply enforcement measures progressively or immediately, depending on the severity or urgency of the issue:

- Verbal warning
- Written warning
- Suspension
- Revocation of operating privileges

The Town reserves the right to revoke approval at any time where non-compliance occurs.

## 12. Fee Structure

### Permit Fees

#### General Conditions

- Permits do not grant exclusivity. The Town may schedule multiple Vendors or rotate Vendors as needed.
- The Town reserves the right to suspend or revoke a Permit in cases of non-compliance.

Permit Type	Rate	Notes
Daily Permit	As per existing daily fee table	Payable monthly in advance for scheduled dates

#### Daily Fee Table (Seasonal Structure)

Day	May 10-11	May 12-June 22	June 23-Sept 1	Sept 2-7
Monday	\$25.00	\$25.00	\$40.00	\$25.00
Tuesday	\$25.00	\$25.00	\$40.00	\$25.00
Wednesday	\$25.00	\$25.00	\$40.00	\$25.00
Thursday	\$25.00	\$25.00	\$40.00	\$25.00
Friday	\$25.00	\$25.00	\$45.00	\$25.00
Saturday	\$35.00	\$35.00	\$45.00	\$35.00
Sunday	\$35.00	\$35.00	\$45.00	\$35.00

Notes: Fees are per day per unit; payable monthly in advance for scheduled dates. Damage/clean-up deposit may be required. Rates subject to annual review.

### Appendices

Appendix A: Designated Vendor Locations Maps

Appendix B: Sample Waste Management Plan

Appendix C: Fire Safety Checklist

**This Program is subject to review and amendment by the Town from time to time. Vendors will be notified of material changes in writing.**

**13. Application Form**  
**MOBILE FOOD VENDOR APPLICATION FORM**

Application Date: \_\_\_\_\_

<b>Application Information</b>	
Business Name:	Phone:
Operator Name:	Email:
Mailing Address:	City/Postal Code:
Returning Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Proposed Locations (s)</b>	
<input type="checkbox"/> Holland Creek <input type="checkbox"/> Arts and Heritage Hub <input type="checkbox"/> Forrest Field	
Preferred Dates/Season:	
Preferred Operating Hours:	
<b>Menu Options:</b> <i>Please attach full menu with pricing. Primary Menu Items:</i>	
<b>Operational Description:</b> <i>Describe vehicle dimensions, equipment, power source type, generator, and setup. Please attach photo.</i>	
<b>Required Attachments</b>	
<input type="checkbox"/> VIHA Permit to Operate <input type="checkbox"/> Business License <input type="checkbox"/> Certificate of Insurance (\$2,000,000 liability) <input type="checkbox"/> FoodSafe Certificate (if applicable) <input type="checkbox"/> Photo of Mobile Food Unit <input type="checkbox"/> Proposed Menu with Pricing <input type="checkbox"/> Acknowledgement of Appendix B (Waste Management Plan) and Appendix C (Fire Safety Checklist)	
<b>Declaration</b>	
I, _____ (Name), acknowledge that I have read and understand the Town of Ladysmith Mobile Food Vendor Temporary Park Permit Guidelines and Regulations, agree to comply with all Town requirements and understand that approval may be revoked for non-compliance.	
Applicant Signature: _____	
Date: _____	
<b>Submission Information</b>	
Town of Ladysmith 810 – 6 <sup>th</sup> Ave, PO Box 220 Ladysmith, BC V9G 1A2 Email: <a href="mailto:bookings@ladysmith.ca">bookings@ladysmith.ca</a>	

**APPENDIX A: Designated Vendor Locations Maps**

**Holland Creek Ball Field**  
373 Dogwood Dr



**Forrest Field**  
570 Jim Cram Dr



**Heart and Heritage Hub**

610 Oyster Bay Dr

