

**THE CORPORATION OF THE  
CITY OF WHITE ROCK  
BYLAW NO. 2203**



A Bylaw to permit and regulate the use of City sidewalks for the purpose of extending business operations onto public right of ways

---

The CITY COUNCIL of the Corporation of the City of White Rock, in an open meeting assembled, ENACTS as follows:

WHEREAS Part 3, Division 5, Section 36 of the Community Charter authorizes a council, by bylaw, to regulate and prohibit in relation to all uses of or involving a highway or part of a highway.

- 1 This Bylaw may be cited as the "*White Rock Sidewalk Use Agreement Bylaw, 2017, No. 2203*".
- 2 "White Rock License Agreement (Sidewalk Café/Business License) Bylaw, 1993, No. 1349" and all amendments are hereby repealed.

**Definitions**

3. For the purpose of this Bylaw
  - a) "**Café**" means a coffee shop, bubble tea shop or other similar food or beverage business.
  - b) "**Fee**" means the annual fee charged for the use of the Licence Area as set and amended from time to time in the City of White Rock Fees and Charges Bylaw.
  - c) "**Licence Area**" means that portion of a sidewalk or Right of Way that is intended to be used by the Licensee for commercial purposes.
  - d) "**Licensee**" means the person, persons, or corporation that enters into an agreement with the City to use a portion of a sidewalk or Right of Way for commercial purposes.
  - e) "**Mercantile Business**" means a retail type business or activity selling good and wares in conformance with the permitted use as per the City of White Rock Zoning Bylaw.

- f) **“Sidewalk Display”** means an area located on a sidewalk or public right of way used to display merchandise that is offered for sale by an adjoining business.
- g) **“Sidewalk Use Agreement”** means the agreement by which the City and a Licensee enters into an agreement to use a portion of a City sidewalk or Right of Way for commercial purposes permitted in this Bylaw.
- h) **“Structure”** means a platform, deck, guards rails or other similar structures that are constructed within a License Area.
- i) **“Restaurant”** means a business establishment where food and or beverages are prepared, served and consumed on the premises, including dining establishments issued a *food primary license* pursuant to the *Liquor Control and Licensing Act*, and includes facilities for ordering and pick-up for consumption off-site.

### **Purpose**

- 4 The purpose of this Bylaw is to:
  - a) Outline the process and means by which a business may obtain the use of a portion of a City sidewalk or Right of Way adjacent to their place of business to extend their business operations;
  - b) Provide regulation for the construction and operation of the License Area.

### **General**

- 5 A Café, Mercantile Business, or Restaurant must not occupy, place merchandise on, build a structure on or use in any manner whatsoever any portion of a Sidewalk or Right of Way unless a valid Sidewalk Use Agreement has first been obtained.
- 6 A Sidewalk Use Agreement may be approved for locations that are:
  - a) To be used as a seating area for patrons of a Café or Restaurant or;
  - b) To be used for the display of merchandise for a Mercantile Business and;
  - c) Directly in front of the Licensee’s place of business.
- 7 No structure or display may be within 2.4 m of the face of curb and must be 1.5 m away from any power/telcom pole, fire hydrant, manhole, bench, sign pole, pay stations or curb box. The exits from a building must lead directly to the street without any impediment from displays or structures.

### Cafes and Restaurants

- 8 The Licence Area must be separated from the rest of the sidewalk by a guard rail not less than 0.9 m in height measure from the surface of the structure or paved surface within the Licence Area.
- 9 The design of the structure, including guard rails, must be;
  - a) Compatible with the colour, finish, form and character of the building to which the Licence Area is associated and;
  - b) Constructed in a manner that does not damage the City sidewalk and allows for removal within 72 hours.
- 10 All decorative features, umbrellas, seats, plants, planter boxes and features must;
  - a) Wholly contained within the Licence Area and must not encroach onto adjacent properties or the City sidewalk or Right of Way and;
  - b) Not be attached to or supported by the guard rail, except that decorative features are permitted to be placed on top of the guard rail, but must not create a combined height of the guard rail and decorative features that exceeds 1 m measured from the surface of the structure or paved surface within the Licence Area.
- 11 Notwithstanding Section 10, a maximum of two signs, one of which must be a menu box, are permitted to be attached to the front face of the guard rail and must comply with the requirements of the White Rock Sign Bylaw, 2010, No. 1923 and any amendments thereto.

### Sidewalk Display

- 12 A Sidewalk display must only contain merchandise that is displayed for sale by the business associated with the Sidewalk Use Agreement and not other items, including decorative features, umbrellas or other design elements are permitted to be placed within the Licence Area.
- 13 Notwithstanding Section 12, a Sidewalk Display may contain;
  - a) One free standing sign within the Sidewalk Display and any sign placed must comply with the requirements of the White Rock Sign Bylaw, 2010, No. 1923 and any amendments thereto;
  - b) Display tables or racks for the purpose of displaying merchandise;

- c) Labels or tags attached to display tables or racks indicating the price or description of the merchandise displayed for sale and;
- d) No merchandise may be hung from an Awning, Overhang, or Building Face.

### **Application**

- 14 Before a Sidewalk Use Agreement can be approved, an applicant must;
- a) Have a valid business licence for the adjacent business with which the Sidewalk Licence Agreement is associated;
  - b) Complete and submit an application form provided by the City along with;
    - i) For a Café or Restaurant; site plan with measurements of the proposed Licence Area including location, front elevations, setbacks from curbs and other infrastructure, seating plan, entrance to and exit from the adjacent building and all design elements, including colours, decorative features and types of furniture to be used;
    - ii) For a Sidewalk Display; site plan with measurements or the proposed Licence Area including location, front elevations, setbacks from the curb and other infrastructures, entrance to and exit from the adjacent building, location and number of display tables or racks and a list of items to be displayed;
  - c) Enter into a Sidewalk Use Agreement with the City;
  - d) Provide proof of a valid five (5) million dollar third party liability insurance policy with the City named as an insured party and such insurance is to be valid throughout the term of the Sidewalk Use Agreement and be non-cancellable without the City's consent;
  - e) That all businesses with Sidewalk Displays pay a refundable damage deposit of \$250.00 that will be returned at the termination of the Sidewalk Use Agreement providing that all merchandise and related materials are removed, the area is cleaned and that there is no damage to the City sidewalk or Right of Way;
  - f) That all Cafes or Restaurants pay a refundable damage deposit of \$1,500.00 that will be returned at the termination of the Sidewalk Use Agreement providing that all structures within the Licence Area are removed, the area is cleaned and there is not damage to the City sidewalk or Right of Way;

- g) Pay all deposits (bonds), an application fee and all other fees and charges.
- 15 Once the plans are approved and all fees are paid in full along with the proof of insurance submitted to the City, an applicant may be granted permission to begin placing displays or begin construction within the Licence Area by entering into the Sidewalk Use Agreement attached as Schedule A to the Bylaw.
- 16 Upon completion of the construction or placement of the displays, an applicant must contact the City and schedule an inspection of the Licence Area and only after the inspection has been conducted and all requirements have been met, can the Sidewalk Use Agreement be issued.

### **Operational Requirements**

- 17 Once a Sidewalk Use Agreement is issued, it is the responsibility of the Licensee to maintain, clean, and make all necessary repairs to the Licence Area.
- 18 Licence Areas, including all associated furniture, display tables, or racks and decorative features must be kept clean, kept clear of snow and ice, well maintained and free from any possible hazards, damage or any other evidence of physical decay or neglect or excessive use or lack of maintenance.
- 19 No changes or modification to the use, items listed to be displayed, the layout or design of the Licence Area is permitted unless prior approval is obtained from the City.
- 20 Depending on the changes or modifications proposed, the City may require new plans be submitted in accordance with Section 14 (b) of this Bylaw and a completed inspection before granting approval for such change or modification.

### **Renewal**

- 21 At the beginning of each calendar year following the first year of operations and before a permit is renewed, a renewal Sidewalk Use Agreement must be submitted to the City complete with;
  - a) Proof of current insurance and payment of all fees and charges;
  - b) A completed inspection by the City to ensure that the Licence Area is well maintained and free of any possible hazards, damage or any other evidence of physical decay or neglect or excessive use of the sidewalk or Right of Way.

- 22 Should a business wish to make changes to the layout or modifications to the design of the Licence Area after the expiry of the Sidewalk Use Agreement, a new application must be submitted to the City including all documents, plans and any other materials as required by this Bylaw.

### **Enforcement**


- 23 The City may;
- a) Enter at any time to inspect the Licence Area to confirm compliance with municipal bylaws and the conditions of the Sidewalk Use Agreement;
  - b) Order a business to correct any work, address any issues or take all necessary actions to remedy and possible hazards or other things as required by this Bylaw;
  - c) Terminate a Sidewalk Use Agreement immediately if a business:
    - i) Breaches any terms or conditions of the Sidewalk Use Agreement;
    - ii) is in contravention of any Bylaw;
    - ii) fails to comply with an order or;
    - iv) with 30 days written notice for any reason.
  - d) Enter a Licence Area and prevent use of such area at any time without notice or the payment of compensation to deal with any emergency situations which require the use of the Licence Area as part of the emergency.
- 24 A business who is required to remove structures or a Sidewalk Display from the Licence Area must;
- a) Remove all items, furniture, decorative features and any other items or materials associated with a Licenced Area;
  - b) Clean all areas associated with the Licenced Area;
  - c) Make arrangements with the City for an inspection of the Licenced Area;
  - d) Make arrangements with the City for the repair of any damage to the City Sidewalk or Right of Way and pay all costs for cleaning and repairing the City Sidewalk or Right of Way.


- 25 If a business fails to remove the structures or Sidewalk Displays, clean all areas associated with the Licence Area or make arrangements with the City for any repairs required to restore the area to its original condition, the City may, by its own officers, employees or other persons, complete all necessary work at the expense of the Licensee by using any deposits (bonds) held or other means to recover the cost.

**Severability**

- 26 If any section of the Bylaw is held to be invalid by a decision of a Court of competent jurisdiction, such invalidity shall not affect the validity of the remaining sections of this Bylaw.

RECEIVED FIRST READING on the	24 <sup>th</sup>	day of	April, 2017
RECEIVED SECOND READING on the	24 <sup>th</sup>	day of	April, 2017
RECEIVED THIRD READING on the	24 <sup>th</sup>	day of	April, 2017
ADOPTED on the	15 <sup>th</sup>	day of	May, 2017

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK