



OFFICE CONSOLIDATION

BYLAW NUMBER 32M98

**BEING A BYLAW OF THE CITY OF CALGARY
TO LICENSE AND REGULATE BUSINESSES**

(Amended by Bylaw Numbers 52M99, 1M2000, 33M2000, 38M2003, 40M2003, 42M2004, 24M2005, 39M2005, 50M2005, 60M2005, 61M2005, 41M2007, 48M2007, 57M2008, 58M2008, 51M2009)

WHEREAS under the provisions of the *Municipal Government Act*, the Council of The City of Calgary may pass bylaws respecting businesses and provide for a system of licensing;

AND WHEREAS it is deemed expedient to provide for the licensing of certain businesses operating in Calgary;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

PART I

GENERAL LICENSING PROVISIONS

SHORT TITLE

1. This Bylaw may be cited as the "Business Licence Bylaw".

INTERPRETATION AND DEFINITIONS

2. (1) In this Bylaw:
 - (a) "agent" means every *person* who, by mutual consent, acts for the benefit of another, including a sales representative or a *person* in care and control of the *premise* where a *business* is being conducted;
 - (b) "amusement, sport or arcade machine" means any machine, equipment or device operated for amusement or entertainment for a fee and includes equipment or device and includes coin operated or token operated machines for the showing of pictures, photos or slides;
 - (c) "apartment building" means a building comprised of three or more *dwelling units* with shared entrance facilities, where the *dwelling units* are rented or available for rent or occupation for periods of more than THIRTY (30) days;
 - (d) "applicant" means a *person* who applies for a *licence* or renewal of a *licence*;
 - (e) "apprentice electronic technician" means a *person* serving apprenticeship as an *electronic technician* under the Apprenticeship and Industry Training Act of Alberta;

- (f) “*business*” means:
- (i) a commercial, merchandising or industrial activity or undertaking,
 - (ii) a profession, trade, occupation, calling or employment; or
 - (ii) an activity providing goods or services;

Whether or not for profit and however organized or formed, including a co-operative or association of *persons*, and includes those *businesses* defined in Part II of this Bylaw;

- (g) “*carry on*”, “*carrying on*”, “*carried on*” and “*carries on*” means to conduct, operate, perform, keep, hold, occupy, deal in or use, for a fee or exchange of benefits, whether as principal or *agent*;
- (h) “*charitable organization*” means any incorporated or unincorporated organization that is formed for a *charitable purpose*;
- (i) “*charitable purpose*” includes a philanthropic, benevolent, educational, health, humane, religious, cultural, artistic or recreational purpose;
- (j) “*Chief Licence Inspector*” means the City Manager of The City of Calgary or his designate;
- (k) “*City*” means The City of Calgary, a municipal corporation in the Province of Alberta, and includes the area contained within the boundaries of the City of Calgary where the context requires;
- (l) “*container*” means a bottle, can, plastic cup or paperboard carton or package made of metal, plastic, paper, glass or other material that contains or has contained a beverage;
- (m) “*Development & Building Approvals*” means the City business unit charged with the control and management of development and development permit applications;
- (n) “*downtown*” means that area in the *City* bounded in the north by the Bow River, in the west by 14th Street west, in the south by 14th Avenue south and in the east by the Elbow River;
- (o) “*dwelling unit*” means one or more rooms used or designed to be used as a residence by one or more *persons* and containing kitchen, living, sleeping areas and includes access to sanitary facilities;
- (p) “*employee*” means an individual employed to do work or provide a service for a *business*, whether or not that *person* is in receipt of or is entitled to remuneration for the work or service;
- (q) “*electronic products*” means any type of consumer electronic equipment, including radios, television receivers and monitors, video cassette recorders, video cameras, digital audio players, tape recorders, stereo systems and associated equipment, microwave appliances, video and audio disc players, music systems, but excluding personal computer systems and associated equipment;

- (r) “*electronic technician*” means the holder of either an Electronic Technical Certificate of Proficiency, issued under the *Apprenticeship and Industry Training Act* of Alberta, or an inter-provincial Electronic Technician Certificate;
- (s) “*hold area*” means a facility, not accessible or visible to the public and separate from any sales or storage area, located at the *premises* designated on the *Licence*;
- (t) “*improvement*” means anything built, placed, altered or repaired which is in, upon, over or under land or water, including a building and any clearing, dismantling, digging, drilling, excavating, grading, filling or tunneling;
- (u) “*inventory number*” means a sequential number assigned to every item of:
- (i) *second-hand property*; or
 - (ii) *personal property* accepted as a pledge or pawn;
- (v) “*Land Use Bylaw*” means The City of Calgary Land Use Bylaw 2P80 as amended or successor legislation;
- (w) “*licence*”, “*licenced*” and “*Licence*” means a *licence* or reference to a *licence* issued under this Bylaw;
- (x) “*Licence and Community Standards Appeal Board*” means the Licence and Community Standards Appeal Board as established by the Licence and Community Standards Appeal Board Bylaw Number 48M2007;
- (y) “*licence fee*” means those fees prescribed in Schedule “A”;
- (z) “*Licence Inspector*” means a person to whom the *Chief Licence Inspector* has delegated authority to assist in carrying out the administration and enforcement of this Bylaw and includes, for the purposes of this Bylaw, the *Chief Licence Inspector*, *Deputy Chief Licence Inspector*, police officers, and any person, inspector or City business unit whose consultation, approval or certificate is required under this Bylaw;
- (aa) “*Licencee*” means a *person* holding a valid and subsisting *licence*;
- (bb) “*Licence Section*” means the Section of the *City* that issues *Licences* under this Bylaw;
- (cc) “*liquor*” has the meaning given to it in the *Gaming and Liquor Act* of the Province of Alberta;
- (dd) “*mobile business unit*” means a *motor vehicle*, temporary structure or display, or stand from which a *business* is *carried on* and for which the *Licencee* is not listed on the business tax assessment roll;

- (ee) “*motor vehicle*” means:
- (i) a vehicle propelled by any power other than muscular power, or
 - (ii) a moped,
- but does not include a bicycle, motorized wheel chair, an air craft, a water craft, farm and construction equipment or a *motor vehicle* that runs only on rails;
- (ff) “*person*” means a individual human being or a corporation and includes a partnership, an association or a group of *persons* acting in concert unless the context explicitly or by necessary implication otherwise requires;
- (gg) “*personal property*” means all property capable of ownership including goods, chattels, money, notes, bonds, stocks and intangible property but not land or any interest in land;
- (hh) “*premises*” means a store, office, *dwelling unit*, warehouse, factory, building, enclosure or other place occupied or capable of being occupied, by any person for the purpose of *carrying on any business*;
- (ii) “*property*” means goods, wares, merchandise, effects, articles or items of any kind or nature which may be worn, used or purchased by a *person*;
- (jj) “*recyclable material*” means any product utilized for any purpose which would otherwise be disposed of or dealt with as waste, including glass, metal, plastic, rubber and paper products;
- (kk) “*retail sales*” means the sale or offering for sale of tangible *personal property* to a consumer or user for purposes of consumption or use, and not for resale, but does not include the sale of food or food products;
- (ll) “*used household furniture*” means any previously owned *personal property* commonly used or enjoyed within a home but does not include *property* which has or should have a unique manufacturer identification or serial number;
- (mm) “*wholesale*” means the *business* of selling or distributing tangible *personal property*, all or part of which is stored on the premises, to any *person* for the purpose of resale or to any institutional, industrial or commercial consumer.
- (2) Nothing in this Bylaw relieves a *person* from complying with any Federal or Provincial law or regulation, other bylaw or any requirement of any lawful permit, order or *licence*.
- (3) Any headings or subheadings in this Bylaw are included for guidance purposes and convenience only, and shall not form part of this Bylaw.
- (4) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- (5) All Schedules attached to this Bylaw shall form part of this Bylaw.

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- (6) Any reference in this Bylaw to a Part, Section or Clause, unless otherwise specified, is a reference to a Part, Section or Clause in this Bylaw.
- (7) Specific references to laws in this Bylaw are meant to refer to the current laws applicable within the Province of Alberta as at the time this Bylaw was enacted and as they are amended from time to time, including successor legislation.
- (B/L 52M99, 1999 October 4)
(B/L 1M2000, 2000 January 24)
(B/L 38M2003, 2003 October 6)
(B/L 42M2004, 2004 June 21)
(B/L 41M2007, 2007 September 10)
(B/L 48M2007, 2007 October 23)

LICENCE

3. (1) A *person* shall not *carry on a business* listed in Part II of this Bylaw unless that *person* has a valid and subsisting *licence*.
- (2) (a) Notwithstanding Subsection (1), a *licence* is not required:
- (i) for a *business carried on* by the *City*;
 - (ii) or a *business carried on* by any *person* on the grounds of the Calgary Stampede during the period in any year when the Calgary Stampede is being held; or
 - (iii) for a *business carried on* by the Government of the Province of Alberta or the Government of Canada or a Crown Corporation created by either Government.
- (b) A *person* who contracts with any of the Governments, *persons* or organizations designated in Subsection (2)(a) will be subject to all the requirements of this Bylaw.
- (3) No *person* shall contravene a condition of a *licence*.
- (4) A *business licence* is required for each *premises* or *mobile business unit* where the *business* is *carried on*.
- (5) A *licence* to *carry on* two or more *businesses* at one *premises* by one *person* may be issued on one *licence* form, but each *business* shall be deemed to hold a separate *licence*.

(B/L 41M2007, 2007 September 10)

LICENCE REQUIREMENTS

4. Every *applicant* for a *licence* pursuant to this Bylaw must provide the following information, in the form prescribed by the *Chief Licence Inspector*:
- (1) The address for the proposed place of *business*;
 - (2) The trade name or trade names under which the proposed *business* will operate;

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- (3) Where the *applicant* is a sole proprietorship or partnership, the full name, residential address, date of birth and telephone number of the *applicant* or *applicants*;
 - (a) Confirmation of this information may be required through presentation of two pieces of identification, one of which must be government issued picture identification;
- (4) Where the *applicant* is a corporation, the full name, residential address, date of birth and telephone number of the principal managing *employee* or *employees*;
 - (a) Confirmation of this information may be required through presentation of two pieces of identification, one of which must be government issued picture identification;
- (5) The name or names and residential address of any other *person* or *persons* having any financial interest in the *business* for which the application is made;
- (6) Proof, satisfactory to the *Chief Licence Inspector*, that the proposed place of *business* complies with all applicable land use regulations and health and safety regulations that may affect the use of the proposed place of *business*;
- (7) Such other information as the *Chief Licence Inspector* may reasonably require; and
- (8) No person shall give false information in an application pursuant to the provisions of this Bylaw.

(B/L 41M2007, 2007 September 10)

LICENCE FEES

5. (1) An application for a licence will not be considered by the Chief Licence Inspector unless and until the *applicant* pays the *licence fee* set out in Schedule "A" and any other fees, including fees for inspections, required by this or any other bylaw;
- (2) Fees paid by an *applicant* pursuant to this section are not refundable.
- (3) REPEALED BY B/L 40M2003, 2003 NOVEMBER 10;
- (4) Where a *licence* has been issued in error without payment of the fees required pursuant to this section by an *applicant*, the *licence* may be revoked by the *Chief Licence Inspector*.
- (5) Where the holder of an existing *licence* applies for an additional *licence*, the fee payable for the additional *licence* shall be adjusted so that the renewal date for the additional *licence* falls on the same renewal date as the *applicant's* existing *licence*.
- (6) When a form of *licence* is issued to *carry* on two or more *businesses*, the *licence fee* for all *businesses* listed on the *licence* shall be calculated as the *licence fee* shown in Schedule "A" for the highest cost *licence*.
- (7) Where the holder of an existing *licence* applies to amend that licence in any way the fee payable for the amended *licence* shall be calculated as the *amendment fee* shown in Schedule "B".

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- (8) Where a fee is paid and approvals required pursuant to Section 8 are not obtained within twelve months of the application date, those fees may be forfeited to the *City* and the application may be closed by the *Chief Licence Inspector*.
(B/L 40M2003, 2003 November 10)
(B/L 24M2005, 2005 March 7)
(B/L 41M2007, 2007 September 10)

NON-RESIDENT

6. (1) Non-Resident means a *business* which is *carried on*, in whole or in part, within the *City*, but which neither maintains a permanent residence within the *City* nor is listed on any current *City* tax assessment roll.
- (2) A Non-Resident *business* shall pay to the *City* the *fee* for a Non-Resident *business* set out in Schedule "B" prior to being issued a *licence*.
- (3) The following *businesses* are not required to pay a *fee* for a Non-Resident *business*:
- (a) Food Service - No Premises; and
 - (b) Retail Dealer - No Premises.

LIABILITY INSURANCE

7. (1) The *Chief Licence Inspector* may require a policy of liability insurance to be held in connection with the *carrying on* of any *business*:
- (a) The *applicant* shall furnish the *Chief Licence Inspector* with documentary evidence of such insurance in a form satisfactory to the *Chief Licence Inspector*.
- (2) The liability insurance policy required to be held by an *applicant* under this section must:
- (a) be issued by an insurance company registered and *licensed* to do *business* in the Province of Alberta; and
 - (b) be in an amount sufficient, in the opinion of the *City* Solicitor, to cover public liability for all personal injury and property damage which may occur by reason of the operation of the *business*, and the insurance shall be endorsed:
 - (i) to add the *City* as an additional named insured with 30 days written notice to be given to the *City* prior to cancellation of, or material change to, the policy; and
 - (ii) to include the following cross liability clause:

"This policy, subject to the limits of liability stated herein, shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. Any act or omission on the part of one or another of the Insured under this policy shall not prejudice the right or interests of

any other Insured."

- (3) Notwithstanding the existence of any liability insurance or the failure of the *City* to require the acquisition of such insurance, neither the *City* nor any official, servant, *employee* or *agent* of the *City* is liable for any damage or loss sustained or suffered by any *person* by reason of:
 - (a) the issuance of any *licence*;
 - (b) any acts or omissions of a *licensee* or *person* acting on his behalf; or
 - (c) anything done or not done in any way connected with a *licence* or this Bylaw.
- (4) Where a policy of liability insurance expires during the *licence* year, the *Licencee* shall provide the *Licence Section* with the renewal and where the policy of insurance expires or is cancelled or terminated, then the applicable *licence* shall be automatically revoked and the *Licencee* shall cease *carrying on business* until the revocation is lifted or a new *licence* is issued.
- (5) Where the *Chief Licence Inspector* requires a policy of liability insurance in connection with the *carrying on* of any *business*, a *licence* to *carry on* the *business* shall not be issued or renewed unless the *applicant* indemnifies and saves harmless the *City* against any and all loss, damage, claims, actions, judgments, costs and expenses suffered or sustained by reason of or in connection with the *carrying on* of the *business*.

(B/L 1M2000, 2000 January 24)
(B/L 41M2007, 2007 September 10)

CONSULTATIONS AND APPROVALS

8. (1) The *Chief Licence Inspector* may consult, prior to issuing or renewing a *licence*, with the Province of Alberta, the Calgary Police Service, Calgary Regional Health Authority, the Director, Development & Building Approvals and the Fire Department, as listed in Schedule "A", to determine whether they are in possession of information which, in the opinion of the *Chief Licence Inspector*, renders it inappropriate for an *applicant* to be issued a *licence*.
- (2) Where an *applicant* intends to *carry on business* at a specific *premises* or location within the *City*, the *applicant* shall, prior to the *Chief Licence Inspector* issuing a *licence*, ensure that all necessary approvals required under the *Land Use Bylaw* have been obtained and shall provide satisfactory proof thereof to the *Chief Licence Inspector*.
- (3) The *Chief Licence Inspector* may determine that it is inappropriate to issue a *licence* to an *applicant* where the safety, health or welfare of the public may be at risk due to the issuance of a *licence*.
- (4) Where a *licence* has been issued in error without all the necessary approvals required pursuant to this Bylaw, the *licence* may be revoked by the *Chief Licence Inspector*.

(B/L 1M2000, 2000 January 24)
(B/L 38M2003, 2003 October 6)
(B/L 41M2007, 2007 September 10)

INSPECTIONS

9. (1) Where a *business* requires a consultation or approval for *licencing* or is *licenced*, then the *business premises* and surrounding lot may be inspected by a *Licence Inspector*.
- (2) A *person* who a *Licence Inspector* reasonably believes is *carrying on a business* requiring a *licence*, or an *applicant*, shall,
- (a) permit and assist in all inspections requested by a *Licence Inspector*;
- (b) furnish to a *Licence Inspector* all identification, information, or documentation related to the inspection or *licensing* requirement; and
- (c) not provide to a *Licence Inspector* false or misleading information or information intended to mislead with regard to any matter or thing arising in connection with the *licencing* of the *business*.
- (3) No *person* shall attempt to prevent, obstruct or hinder a *Licence Inspector* from making an inspection authorized by this Bylaw.
- (4) During an inspection authorized under this section, a *Licence Inspector* may examine any *business* record or document for the purpose of enforcing this Bylaw, remove any relevant record or document from the *business premises* for the purpose of copying it, and will provide a receipt for any document or record so removed.
- (5) No *person* shall allow any false or misleading information to appear on any record required to be kept or prepared pursuant to this Bylaw.
- (B/L 41M2007, 2007 September 10)

PROOF OF BUSINESS

10. (1) Proof of one transaction or offer to transact in a *business* is sufficient to establish that a *business* is being *carried on*.
- (2) Any advertising of a *business* listed in Part II of this Bylaw is sufficient to establish that the *person* advertising is *carrying on the business*.

RESPONSIBILITIES OF LICENSEE AND EMPLOYEES

11. (1) A *licensee* or *business* operator shall be responsible for the act or acts of its *agents* in the *carrying on* of the *business* in the same manner and to the same extent as though the act or acts were done by the *licensee* or *business* operator.
- (2) When the information required to be provided to the *Chief Licence Inspector* becomes inaccurate, updated and accurate information must be promptly provided by the *licensee* to the *Chief Licence Inspector*.
- (3) A *licensee* shall maintain, on a continuous basis, the standards and requirements necessary to obtain a *licence* or any standards that are imposed by bylaw or any other legislation after the *licence* is issued.

- (4) An *employee* of any *business licenced* hereunder must comply with all sections of this *Bylaw* which relate to that *business*.

REFUSAL, REVOCATION, SUSPENSION

12. (1) Subject to an appeal to the *Licence Appeal Board*, the *Chief Licence Inspector* may, if in his opinion there are just and reasonable grounds:
- (a) refuse to grant any *licence* required by this Bylaw;
 - (b) impose conditions on a *Licencee* or *licence* issued pursuant to this Bylaw; or
 - (c) suspend or revoke any *licence* issued pursuant to this Bylaw.
- (2) The *Chief Licence Inspector* may:
- (a) convene a hearing to determine whether there are just and reasonable grounds for the refusal of an application, a revocation or a suspension of a *licence*, or for imposing conditions on the *licence* or *Licencee*; or
 - (b) suspend a *licence* prior to convening a hearing to determine whether there are just and reasonable grounds for the suspension or revocation of a *licence* where, in the sole discretion of the *Chief Licence Inspector*, the safety, health or welfare of the public may be at risk if the *licence* is not suspended immediately. In the case of such suspension, the date scheduled for a hearing must be within TEN (10) DAYS of the suspension.
- (3) Where any certificate, authority, *licence* or other document of qualification under this or any other Bylaw, or under any statute of Canada or the Province of Alberta is suspended, cancelled, terminated or surrendered, the *Chief Licence Inspector* shall suspend any *licence* issued under this Bylaw based in whole or in part on the certificate, authority, *licence* or other document of qualification without convening a hearing.
- (4) Upon a *licence* application being refused, a *licence* being revoked or suspended, or conditions being applied to a *licence*, the *Chief Licence Inspector* shall notify the *applicant* or *Licencee* of the refusal, revocation, suspension or conditions and the reasons for it:
- (a) by delivering a notice to him personally; or
 - (b) by mailing a registered letter to his place of business or residence as shown on his *licence* or *licence* application;
- and after the delivery of such notice, his business or occupation, as the case may be, shall not be carried on until such time as the period of suspension ends or a new *licence* is issued to replace the *licence* which was revoked or the conditions of the *licence* are complied with.
- (5) A suspension of a *licence* issued pursuant to this Bylaw may be:
- (a) for a period of time not exceeding the unexpired term of the *licence*; or

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- (b) where the suspension is for non-compliance with a Bylaw, until the holder of the suspended *licence* has, in the opinion of the *Chief Licence Inspector*, complied with that Bylaw.
- (6) A *licence* may be suspended or revoked for a non-compliance with any Bylaw of the City of Calgary notwithstanding that the holder of the *licence* has not been prosecuted for a contravention of that Bylaw.
- (7) The *Chief Licence Inspector*, after providing the *applicant* the opportunity for a fair hearing, may refuse to renew a licence if the *applicant* or a corporation named in the application has outstanding fines owing to the *City* for an offence under this Bylaw relating to the operation of the same category of business for which the renewal is sought.
- (8) Where the *Chief Licence Inspector* has suspended or revoked a *licence* pursuant to this Bylaw then, unless such suspension or revocation is overturned in the whole by the *Licence Appeal Board*, the *Licencee* shall pay a fee of ONE THOUSAND (\$1,000.00) DOLLARS as a condition of any reinstatement or renewal of the *licence*, including any reinstatement upon the conclusion of a suspension for a fixed term, and prior to receiving a *licence* if the *Licencee* applies for a new *licence*.
- (9) Notwithstanding Subsection (8) where the *licence* was suspended or revoked by the *Chief Licence Inspector* pursuant to Subsection (2), the reinstatement fee shall be THREE HUNDRED (\$300.00) DOLLARS.
- (10) Fees paid by an *applicant* pursuant to this Section are non-refundable.
- (11) Where a *licence* is suspended or revoked by the *Chief Licence Inspector*, pursuant to this Bylaw, the *Licencee* shall surrender the *licence* to the *Chief Licence Inspector* immediately.

(B/L 39M2005, 2005 July 25)
(B/L 41M2007, 2007 September 10)

APPEAL

13. (1) The provisions of the Licence and Community Standards Appeal Board Bylaw Number 48M2007 apply to an appeal of a decision of the *Chief Licence Inspector* to refuse, suspend or revoke or attach conditions to a *Licence*.
- (2) Where a *Licencee* has given notice of an intention to appeal the revocation, suspension or condition of a *licence*, the *Chief Licence Inspector* may, in the *Chief Licence Inspectors* sole discretion, stay the revocation, suspension or condition pending the hearing of the appeal if the continued operation of the *business* does not create a danger to the safety, health or welfare of the public.
- (3) All notices of appeal shall be accompanied by a notice of appeal deposit in the amount specified in the Licence and Community Standards Appeal Board Bylaw, as amended.

(B/L 41M2007, 2007 September 10)
(B/L 48M2007, 2007 October 23)
(B/L 51M2009, 2009 September 28)

CHARITABLE ORGANIZATIONS

14. (1) Where any *charitable organization* wishes to be exempted from the requirements of this Bylaw to pay the full *licence fee*, it shall apply to the *Chief Licence Inspector* for an exemption providing the name of the organization and such other information as the *Chief Licence Inspector* requires to determine that the organization is a *charitable organization*
- (2) Where an exemption to pay the full *licence fee* has previously been granted to the *charitable organization* applying under the same or similar circumstances or a similar relief or benefit was granted to the same or a similar *charitable organization* pursuant to a provision of this Bylaw, the *Chief Licence Inspector* may issue a *licence* without requiring the payment of the full *licence fee* from the *charitable organization*.
- (3) A *charitable organization* may, at the discretion of the *Chief Licence Inspector*, be granted a *licence* to operate a *business* upon paying to the *City* the "*charitable organization*" fee set out in Schedule "B".
- (4) A *charitable organization* which receives an exemption under this section must otherwise comply with all provisions of this Bylaw.
- (5) REPEALED BY B/L 24M2005, 2005 MARCH 7.

LICENCE IDENTIFICATION

15. (1) A *licence* must be issued on a form bearing the identification of the *City* and all *licences* issued pursuant to this Bylaw are and shall remain the property of the *City*.
- (2) A *licence* must bear on its face the date on which it is issued and the date on which the *licence* will expire.
- (3) A *licensee* who holds a *licence* which applies to specific *premises* or a *mobile business unit* must keep it posted in public view in the *licenced premises* or on the *mobile business unit*.
- (4) A *licensee* who does not *carry on business* at a specific *premises* must carry or have immediately available, the *licence*, and shall, upon request, immediately produce the *licence* to a *Licence Inspector*, or any *person* with whom they are *carrying on business*.
- (5) A *person* must not reproduce, alter, or deface a *licence*.
- (6) A *licensee* may obtain a replacement *licence* for a *licence* that has been lost or destroyed by paying to the *City* the fee for a replacement *licence* set out in Schedule "B".

TRANSFER OF LICENCES

16. A *licence* is not transferable from one *person* to another or from one *person's business premises* to another.

PART II

LICENCED BUSINESSES AND REGULATIONS

ADULT MINI-THEATRE

17. "Adult Mini-Theatre" means the *business* of selling or offering for sale the viewing of live performances, motion pictures, video tapes, video discs, slides or similar electronic or photographic reproductions, the main feature of which is the nudity or partial nudity of any *person*, which are performed or shown as a principal use or an accessory to some other *business* activity which is conducted on the *premises*, and where each separate viewing area has a capacity of less than 20 seats.

ADVERTISING CANVASSER OR DISTRIBUTOR

18. (1) "Advertising Canvasser or Distributor" means the *business* of
- (a) soliciting orders for,
 - (b) selling or attempting to sell, or
 - (c) collecting money for,
- advertising space in any type of printed publication published in the *City*, or
- (d) distributing advertising material, samples or merchandise from building to building.
- (2) A *person* who carries on a *business* in the *City* may make a door-to-door distribution of advertising material which advertises that *business* only and is distributed by that *person* or its *employees* without obtaining an Advertising Canvasser or Distributor *licence*.

ALCOHOL BEVERAGE MANUFACTURER

19. (1) "Alcohol Beverage Manufacturer" means the *business* of operating a brewery, distillery, winery, or other facility for manufacturing *liquor*.
- (2) An Alcohol Beverage Manufacturer does not require a *licence* for Alcohol Beverage Sales if the *business* of Alcohol Beverage Sales is carried on at the same *premises*.

ALCOHOL BEVERAGE SALES

20. Alcohol Beverage Sales means the *business* of selling or offering to sell *liquor* to any *person* to be consumed on the *premises* of the seller and includes manufacturing *liquor* on the *premises* for sale and consumption on the *premises* and the *retail sale* of *liquor* manufactured by the *business*.

AMUSEMENT ARCADE

21. (1) Amusement Arcade means the *business* of providing amusement or entertainment to the public, where four or more *amusement, sport or arcade machines* are provided, but does not include an Adult Mini-Theatre.
- (2) A manager of an Amusement Arcade must be at least 18 years of age.
- (3) With the exception of an athletic and recreational facility as defined in the *Land Use Bylaw*, an Amusement Arcade must not permit any *person* under the age of 16 years to operate any *amusement, sport or arcade machine* between the hours of 9:00 p.m. and 9:00 a.m. unless accompanied by a parent or guardian, or between the hours of 9:00 a.m. and 12:00 noon and 1:00 p.m. and 3:00 p.m. on any day when the school attended by that *person* is in operation.

APARTMENT BUILDING OPERATOR

22. Apartment Building Operator means the *business* of operating an *apartment building*.

AUTO BODY SHOP

23. (1) Auto Body Shop means the *business* of repairing, sanding or painting *motor vehicles* and includes repairs or adjustments incidental to the trade of an auto body mechanic and the *retail sale* of incidental products, but does not include Fuel Sales/Storage.
- (2) An Auto Body Shop must obtain a Motor Vehicle Dealer - Premises *licence* prior to
- (a) displaying a *motor vehicle* which is advertised for sale, or
- (b) selling or offering to sell *motor vehicles* other than the *licensees* personal *motor vehicle* which is registered in the *licensees* name
- on any part of its *business premises* or surrounding lot.

CARNIVAL/CIRCUS

24. Carnival/Circus" means the *business* of providing to the public a collection of side shows, mechanical rides, trained animal acts, games of chance or other forms of entertainment.

CHRISTMAS TREE VENDOR

25. Christmas Tree Vendor means the *business* of selling, displaying for sale or offering for sale to the public, natural Christmas trees.

CINEMA

26. Cinema means the *business* of showing motion pictures to be viewed by the public within a building, but does not include an Adult Mini-Theatre.

CLEANING SERVICE

27. Cleaning Service means the *business* of contracting for the cleaning of the interior of offices, homes and other *premises* including the washing of the exterior or interior of windows and walls, or for cleaning rugs, carpets, upholstery, chimneys and furnaces, or for the supply of janitorial and caretaker services, but does not include any *person* who is an *employee* of the owner or occupier of the *dwelling unit* or *premises* cleaned.

CONTAINER DEPOT

28. "Container Depot" means the *business* of collecting and storing empty *containers*.

CONTRACTOR

29. (1) "Contractor" means the *business* of offering to any *person* to perform or arrange to perform work involving an *improvement*.
- (2) A Contractor that makes application for a permit from the *Planning & Building Department* including but not limited to a Building Permit, a Development Permit, Plumbing and Gas Permit, an Electrical Permit or a Mechanical Permit, must have a *licence*.
- (3) A *Licence Inspector* may inspect the *business premises* or the site at which a Contractor is working.
- (4) Notwithstanding Section 10(1), proof of one offer to perform or offer to arrange to perform work on an *improvement* is sufficient to establish that the *business* of a Contractor is being *carried on*.
- (5) Every *licensee* under this section of this Bylaw must supply to each *person* who solicits work on behalf of that *licensee* a card containing the following information printed legibly:
- (a) the full name of the *person* in possession of the card,
 - (b) the name, business address, telephone number and *business* identification number of the *licensee*, and
 - (c) the expiry date of the *licence*.
- (6) Each *person* who solicits work on behalf of a *licence* holder under this Bylaw must, when requested to do so by a *Licence Inspector* or any member of the public, produce the card referred to in subsection (5).
- (7) No *person carrying on* the *business* of a Contractor is permitted to advertise or arrange for any form of advertising as a Contractor unless *licensed* under this Bylaw.
- (8) A *licensee* who advertises or causes advertising to be placed, or distributed, respecting the *licensee* or the services offered by the *licensee*, must include in the advertisement, in a readable manner, the valid *business licence* number or trade name of each *licensee* referenced in the advertisement.

DISTRIBUTION MANAGER

30. (1) "Distribution Manager" means the *business* of directing, managing, or coordinating the distribution and sale of goods, including food products, where one or more *agents*, including the *licensee*, *carry on business* at a location other than the *licensees premises*.
- (2) A Distribution Manager must supply all of its *agents* with legible identification cards showing:
- (a) the salespersons full name,
 - (b) the name, business address, phone number and business identification number of the *licensee*,
 - (c) the expiry date of the *licence*, and
 - (d) the words "NOT A CHARITY" in upper case letters,
- and will not permit an *agent* to *carry on business* on its behalf without the *agent* having the identification card fully visible to the public at all times.
- (3) A *person carrying on business* on behalf of a Distribution Manager will:
- (a) *display* the identification card referred to in subsection (2) while *carrying on business*; and
 - (b) upon the request of a prospective customer or *Licence Inspector*, immediately present the identification card referred to in subsection (2).
- (4) Upon request, a Distribution Manager must make available to the *Chief Licence Inspector* a list of current *agents*, including full names, dates of birth, addresses and phone numbers.
- (5) A Distribution Manager or *agent* must not sell or solicit *business* at a *dwelling unit* between the hours of 9:00 p.m. and 9:00 a.m. daily.
- (6) A Distribution Manager or *agent* is not permitted to *carry on business*
- (a) from private property without the prior written consent of the property owner, or
 - (b) from a *mobile business unit*.
- (7) No Distribution Manager or *agent* will sell or attempt to sell any goods, merchandise or food products to the driver or passengers of any *motor vehicle* that is in motion.
- (8) A Distribution Manager must, upon request:
- (a) submit, for review, a printed sales script to the *Chief Licence Inspector* indicating exactly what words are to be used when selling or attempting to sell to a prospective customer; and

- (b) submit any badges, literature, brochures or any other product representations for review, to the *Chief Licence Inspector*;

and if, in the sole opinion and discretion of the *Chief Licence Inspector*, the operating name, trade style, sales script, product representations, or *business operations* implies a *charitable organization*, a *licence* shall be refused.

ELECTRONIC REPAIR SHOP

31. (1) Electronic Repair Shop means the *business* of repairing *electronic products*.
- (2) The *Chief Licence Inspector* will not issue an Electronic Repair Shop *licence* unless the *applicant* establishes to the satisfaction of the *Chief Licence Inspector* that:
- (a) the *applicant* is an *electronic technician*; or
- (b) the *applicant* employs on the *premises* at least one *electronic technician*.
- (3) An *Electronic Repair Shop* must not direct or allow an *employee* to work on *electronic products* unless the *employee* is an *electronic technician*, except where the *employee* is an *apprentice electronic technician* and the work is done on the *premises*.
- (4) An Electronic Repair Shop, either personally or through an *employee*, must not remove an *electronic product* from the *premises* without first furnishing the owner of the *electronic product*, in writing, with the address of the *premises* to which the *electronic product* is being taken and each and every *premises* where the *electronic product* will be until it is again in the possession of the owner.

ENTERTAINMENT ESTABLISHMENT

32. Entertainment Establishment means the *business* of providing entertainment to the public, including live entertainment, patron dancing, games rooms, a bowling alley, billiard/pool hall, and drive-in theatre, but does not include an Adult Mini-Theatre, Cinema, or *business* where the entertainment provided is ancillary to other *licenced* activities.

FABRIC CLEANING

33. Fabric Cleaning means the *business* of cleaning, from a *premises*, clothing, draperies, fabrics or textiles of any kind by spraying or immersion and agitation or immersion only in a non-aqueous solvent or by washing or steaming, and includes the *retail sale* of incidental products.

FOOD SERVICE - NO PREMISES

34. (1) Food Service - No Premises means the *business* of manufacturing, preparing, storing, serving, selling or offering for sale any food or food product for human consumption including vitamins and food supplements operated from a *mobile business unit*, and does not include a Distribution Manager.

- (2) A Food Service - No Premises must not *carry on business* on private property without obtaining the prior written consent of the property owner.
- (3) A Food Service - No Premises may only *carry on business* in the *downtown* during the hours between 7:00 a.m. to 3:00 a.m.

(B/L 33M2000, 2000 July 24)

FOOD SERVICE – PREMISES

- 35. Food Service - Premises means the *business* of manufacturing, preparing, storing, serving, selling, or offering for sale any food or food product for human consumption including vitamins and food supplements to any *person* from *premises* for which the *licensee* is liable for the payment of business tax to the *City*.

FUEL SALES/STORAGE

- 36. Fuel Sales/Storage means the *business* of storing, distributing or selling liquid fuel, lubricating oils and associated fluids for *motor vehicles*, and includes the *retail sale* of incidental products.

FURNITURE REFINISHING

- 37. Furniture Refinishing means the *business* of repairing, restoring, refinishing, stripping and re-upholstering furniture, and includes the *retail sale* of incidental products.

HOTEL/MOTEL

- 38. Hotel/Motel means the *business* of providing temporary sleeping accommodation and ancillary services primarily for the travelling public and includes any building approved by the *Planning & Building Department* as a hotel or motel and any *business* which advertises as being a hotel or motel.

KENNEL SERVICE/PET DEALER

- 39. (1) Kennel Service/Pet Dealer means the *business* of caring for, boarding, breeding or selling of animals, and includes the *retail sale* of incidental products.
- (2) Kennel Service/Pet Dealers *licence* is not required for:
 - (a) a veterinary clinic where animals are only kept on the *premises* while receiving medical treatment;
 - (b) a *person* who owns three or fewer animals kept as personal pets and sells not more than one litter of offspring from each animal in any calendar year;
 - (c) the Calgary Humane Society; and
 - (d) the Alberta Society for the Prevention of Cruelty to Animals.

- (3) A Kennel Service/Pet Dealer must comply with the following requirements:
- (a) The *business* must be maintained, at all times, in a sanitary, well-ventilated and clean condition;
 - (b) Every animal must be kept in sanitary, well-bedded, well-lit, well-ventilated facilities, kept at an appropriate temperature, and shall be adequately fed and watered, and kept in a clean, healthy condition;
 - (c) Every cage or container housing an animal will be of sufficient size to permit the animal to move about easily so as to maintain its physical well-being;
 - (d) No Kennel Service/Pet Dealer will sell or attempt to sell a diseased animal; and
 - (e) A Kennel Service/Pet Dealer must keep a record, by written or electronic means, in which shall be permanently and legibly recorded the following information:
 - (i) The name and address of the supplier for each animal purchased;
 - (ii) The date of such purchase;
 - (iii) A full description of the animal;
 - (iv) The name and address of the buyer of each animal; and
 - (v) The date of each such sale.
- (4) A Kennel Service/Pet Dealer must:
- (a) not erase, deface or alter an entry in the record kept pursuant to subsection (3);
 - (b) not direct or allow any *person* to erase, deface or alter an entry in the record kept pursuant to subsection (3); and
 - (c) immediately provide on demand to a *Licence Inspector* the record kept pursuant to subsection (3).

LIQUOR STORE

40. Liquor Store means the *business* of selling *liquor* for off-*premises* consumption and does not include
- (a) an Alcohol Beverage Manufacturer, and
 - (b) a Hotel/Motel where *liquor* is sold for off-*premises* consumption and the sale of *liquor* for off-*premises* consumption is incidental to the primary activity of on-*premises* sales and consumption of *liquor*.

LODGING HOUSE

41. Lodging House means the *business* of providing sleeping or lodging accommodation for compensation, with or without meals, for four or more *persons*, but does not include a Hotel/Motel or Apartment Building Operator.

MANUFACTURER

42. (1) Manufacturer means the *business* of fabricating, processing, assembling, disassembling, producing or packaging materials, goods, products or *recyclable material* but does not include the manufacturing of food or food products.
- (2) A Manufacturer does not require a Retail Dealer - Premises or Wholesaler *licence* for *retail sales* or *wholesale* sales of its manufactured products on the *premises*.

MARKET

43. (1) Market means the *business* of providing for rent, stalls, tables or spaces to merchants displaying for sale, offering for sale and selling goods to the public.
- (2) A Market *licensee* must, upon request, furnish to a *Licence Inspector* the following:
- (a) the name and address of any operator of any stall, table or space; and
 - (b) the type of goods, wares or merchandise sold by the operator.
- (3) The operator of any stall, table or space must comply with the provisions of this Bylaw relating to the *business* to be *carried on* including record-keeping requirements.
- (4) A *licence* is not required of a *person* who rents a stall, table or space in a Market and operates within the Markets hours of operation, except for the sale of tobacco products or *liquor*.

MOTOR VEHICLE DEALER – NO PREMISES

44. Motor Vehicle Dealer - No Premises means the *business* of acquiring *motor vehicles* and selling or attempting to sell *motor vehicles* where the *business* does not advertise, store or display *motor vehicles* for sale.

MOTOR VEHICLE DEALER - PREMISES

45. Motor Vehicle Dealer - Premises means the *business* of acquiring *motor vehicles* and selling or attempting to sell such *motor vehicles* where the *motor vehicles* are stored, displayed or sold from a *premises* or surrounding lot within the *City*.

MOTOR VEHICLE REPAIR AND SERVICE

46. (1) "Motor Vehicle Repair and Service" means the *business* of servicing and repairing *motor vehicles* including alignment shops, muffler shops, transmission repair shops, brake shops, rust-proofing shops, and car washes, and the *retail sale* of incidental

products, but excluding Fuel Sales/Storage and Auto Body Shop.

- (2) A Motor Vehicle Repair and Service must obtain a Motor Vehicle Dealer - Premises *licence* prior to
- (a) directing or allowing any *person* to place a *motor vehicle* that is advertised for sale, or
 - (b) selling or offering to sell *motor vehicles* other than the *licensees* personal *motor vehicle* which is registered in the name of the *Licensee*
- on any part of the *business premises* or surrounding lot.

OFFICE BUILDING OPERATOR

47. Office Building Operator means the *business* of operating a building or attached set of buildings exceeding two storeys in height above the ground in which offices are rented out for commercial purposes.

OUTDOOR PATIO

48. Outdoor Patio means the *business* of providing food or beverages for consumption on or within a *premises* which is not fully contained within an enclosed building.

PAWNBROKER

49. (1) Pawnbroker means the *business* of loaning or holding oneself out as ready to loan money on the security of the pledge or pawn of *personal property* but does not include banks, trust companies, credit unions or other similar institutions.
- (2) A Pawnbroker must not *carry on* the *business* of a *Second-hand Dealer* on the same *premises*.
- (3) A *person carrying on* the *business* of Pawnbroker shall not:
- (a) acquire *personal property* through any source other than as a security for a pledge or pawn, and later offer that *property* for sale, or
 - (b) acquire *personal property* for a pledge or pawn, except at the *premises* designated on the Pawnbrokers *licence*.
- (4) A Pawnbroker must keep a record in the English language in a form satisfactory to the *Chief Licence Inspector*, including by electronic means, in which will be permanently recorded at the time of each transaction the following information:
- (a) the full name of the *employee* who accepted the *personal property*;
 - (b) the *inventory number* of the pledge or pawn;
 - (c) the date and time the pledge or pawn was accepted as security;

- (d) the rate of interest which is to be charged on the loan which is made on the security of the pledge or pawn;
 - (e) a description of each item of *personal property* taken as a pledge or pawn including the following:
 - (i) serial numbers and all markings on the property where serial number is defined as a unique number placed on property by the manufacturer;
 - (ii) the make and model placed or marked on the property by the manufacturer or vendor;
 - (iii) all other markings and numbers placed on the property; and
 - (iv) in case of jewellery, the description shall be in a form approved by the Calgary Police Service.
 - (f) the information of the *person* pledging the *property*, including the following:
 - (i) the first name, middle name and surname of the *person* pledging the *property*;
 - (ii) a current address and telephone number of the *person* pledging the *property*;
 - (iii) a description of the *person* pledging the *property* including height, weight, hair colour and eye colour; and
 - (iv) two pieces of numbered identification, one piece of the identification being issued by a government body and containing a picture of the *person* tendering the property.
- (5) A Pawnbroker must:
- (a) not erase, deface or alter an entry in the record kept pursuant to Subsection (4);
 - (b) not direct or allow any *person* to erase, deface or alter an entry in the record kept pursuant to Subsection (4);
 - (c) immediately provide on demand to a *Licence Inspector* the record kept pursuant to Subsection (4); and
 - (d) not direct or allow any *person* other than the *Licencee* or *employee* of the *Licencee* to make an entry into the record kept pursuant to Subsection (4).
- (6) At the time a borrower deposits or delivers any *personal property* as security for a loan, the Pawnbroker must in addition to making the record required under Subsection (4), complete a contract that contains:
- (a) the terms of the agreement;
 - (b) a summary of the information required to be inserted into the record pursuant to Subsection (4) excluding the description of the borrower; and

- (c) a statement asserting that the borrower is the owner of the *personal property* and has the lawful authority to offer the *personal property* as security for a loan.
- (7) A Pawnbroker using written records:
- (a) in addition to making the record required under Subsection (4), must make a true, accurate and legible copy of each record in a form satisfactory to the Calgary Police Service;
 - (b) shall ensure the form referred to in Subsection (4) is delivered to a location designated by the Calgary Police Service for the collection of records by the first Monday of the following week of acquiring the *property*, unless it is a statutory holiday in which case delivery of the records is required by the Tuesday of the following week of acquiring the *property*;
 - (c) must not sell, offer for sale or otherwise dispose of any *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption, until ONE HUNDRED AND TWENTY (120) DAYS have elapsed from the time the *property* was furnished to the Pawnbroker as pledge or pawn;
 - (d) notwithstanding any other provision in this Bylaw, a Pawnbroker must not redeem, offer for sale or otherwise dispose of, *property* offered as security for a loan for a period of THIRTY (30) DAYS when requested to do so by a *Licence Inspector*;
 - (e) must keep all *property*, received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption in the *hold area*, separate and apart from any other goods which are offered for sale or stored on the *premises* until ONE HUNDRED AND TWENTY (120) DAYS have elapsed from the time the *property* was furnished to the Pawnbroker as a pledge or pawn;
 - (f) must not allow any *person* other than the *Licencee*, *employees* of the *business* or a *Licence Inspector* access to the *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption for the ONE HUNDRED AND TWENTY (120) DAY period referred to in Subsection (7)(e);
 - (g) not direct or allow any *person* to repair, alter, dispose of, part with possession of, or remove from the Pawnbroker's *premise* the item of *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption for the ONE HUNDRED AND TWENTY (120) DAY period referred to in Subsection (7)(e);
 - (h) must label all *personal property* received as security for a loan at the time of acquisition with the date of acquisition and *inventory number*;
 - (i) must ensure the label referred to in Subsection (7)(h) remains on the *personal property* for as long as the *personal property* remains in the possession of the Pawnbroker; and

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- (j) who exceeds ONE HUNDRED (100) transactions or FIVE HUNDRED (500) pieces of *personal property* within a 365 day period, shall immediately commence using electronic records and Subsection (8) shall apply.
- (8) A Pawnbroker using electronic records:
- (a) will obtain the written approval of the Calgary Police Service prior to utilizing electronic records;
 - (b) will transmit electronically the record required under Subsection (4) in a format approved by the Calgary Police Service, to a location designated by the Calgary Police Service at the time of acquiring the *personal property* to which the electronic record relates;
 - (c) in addition to making the record required under Subsection (4), will make a true and accurate copy of the record in written form at the time of acquiring the *personal property* to which the record relates;
 - (d) must not sell, offer for sale or otherwise dispose of any *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption until THIRTY (30) DAYS have elapsed from the time the *property* was furnished to the Pawnbroker as a pledge or pawn;
 - (e) notwithstanding any other provision within this Bylaw, a Pawnbroker must not redeem, offer for sale or otherwise dispose of, *personal property* offered as security for a loan for a period of THIRTY (30) DAYS when requested to do so by a *Licence Inspector*;
 - (f) must keep all *personal property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption, in the hold area, separate and apart from any other goods which are offered for sale or stored on the *premises* until THIRTY (30) DAYS have elapsed from the time the *personal property* was furnished to the Pawnbroker as a pledge or pawn;
 - (g) must not allow any *person* other than the *Licencee*, *employees* of the business or a *Licence Inspector* access to the *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption for the THIRTY (30) DAY period referred to in Subsection (8)(e);
 - (h) not direct or allow any *person* to repair, alter, dispose of, part with possession of, or remove from the Pawnbroker's premise the item of *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption for the THIRTY (30) DAY period referred to in Subsections (8)(d), (e) or (f);
 - (i) must label all *personal property* received as security for a loan at the time of acquisition with the date of acquisition and inventory number; and
 - (j) must ensure the label referred to in Subsection (8)(i) remains on the *personal property* for as long as the *personal property* remains in the possession of the Pawnbroker.

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- (9) A Pawnbroker must not accept personal property as a pledge or pawn from the following:
- (a) a *person* who is or who appears to be under the influence of *liquor* or any drug;
 - (b) a *person* under 18 years of age;
 - (c) a *person* failing to provide identification as required under Subsection (4) at the time of each transaction; or
 - (d) a *person* who is not the owner of the *personal property*.
- (10) A Pawnbroker must not accept *property* on which the manufacturers' identification number or serial number has been removed, defaced, tampered with or in any way altered, unless the prior written approval of the Calgary Police Service has been obtained.
- (11) A Pawnbroker must not *carry on business* in a *dwelling unit* or any *premise* located in a residential land use district as described in the City of Calgary *Land Use Bylaw*.
- (12) A Pawnbroker must not acquire, sell or offer for sale a *motor vehicle* without first obtaining a Motor Vehicle Dealer – Premises *licence*.
- (13) No *person* shall offer *personal property* as a pledge or pawn, when not in lawful possession of the *personal property*.

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PERSONAL SERVICE

50. (1) Personal Service means the *business* of providing the following services or the use of equipment to provide the following services:
- (a) hair removal, including electrolysis, waxing and laser treatment;
 - (b) aesthetics, including manicures, pedicures and facials;
 - (c) shampooing, cutting or removing, colouring, styling or otherwise treating hair;
 - (d) hair replacement;
 - (e) shaving, massaging or otherwise treating the face or scalp;
 - (f) baths including a steam cabinet, steam bath, hot tub, sauna or similar bath;
 - (g) body or ear piercing;
 - (h) physical fitness conditioning;
 - (i) tanning;
 - (j) tattooing;

and includes the *retail sale* of incidental products, but does not include a *business* where medical or therapeutic treatment is performed or offered by a *person* duly qualified and *licenced* to do so under the laws of the Province of Alberta.

- (2) No Personal Service shall tattoo any *person* under 18 years of age without the prior written consent of a parent or guardian of the *person* to be tattooed.

PHOTOGRAPHER

51. Photographer means the *business* of photographing, video taping, or computer imaging for compensation, and includes the *retail sale* of incidental products, but does not include the *retail sale* of photographic equipment.

PSYCHIC PRACTITIONER

52. (1) Psychic Practitioner means a *person carrying on the business* of a card reader, fortune teller, graphologist, palmist, phrenologist, numerologist or other similar activity.
- (2) A Psychic Practitioner shall not require a *licence* where the *business* is *carried on* only at a Trade Show.

RETAIL DEALER - NO PREMISES

53. (1) Retail Dealer - No Premises means the *business of retail sales* operated from a *mobile business unit* and does not include a Distribution Manager.
- (2) A Retail Dealer - No Premises must not *carry on business* on private property without obtaining the prior written consent of the property owner.

RETAIL DEALER - PREMISES

54. Retail Dealer - Premises means the *business of retail sales* from a *premises* for which the *licensee* is liable for the payment of business tax to the *City*.

SALVAGE COLLECTOR

55. (1) Salvage Collector means the *business* of acquiring scrap metal, scrapped or wrecked *motor vehicles*, material from demolished buildings or structures, *recyclable material*, junk or salvage for the purpose of selling or offering for sale in the *City*.
- (2) A Salvage Collector is only permitted to store acquired material on any land *licenced* as a Salvage Yard/Auto Wrecker or a Container Depot.

SALVAGE YARD/AUTO WRECKER

56. (1) Salvage Yard/Auto Wrecker means the *business* where scrap metal, material from demolished buildings or structures, *recyclable material*, scrapped or demolished *motor vehicles*, junk or salvage of any type is received, processed, stored or dismantled prior to being sold or disposed of, but does not include a Container Depot.
- (2) A Salvage Yard/Auto Wrecker shall keep, in the English language, a record in a form satisfactory to the *Chief Licence Inspector*, including by electronic means, in which shall be permanently recorded at the time any *property* is acquired, the following information:
- (a) the full name of the *employee* who accepted the property;
 - (b) the date and time of day the *property* is acquired; and
 - (c) the information of the *person* selling the property, including the following:
 - (i) the first name, middle name, and surname of the *person*;
 - (ii) a current address and telephone number of the *person*;
 - (iii) a description of the *person* including height, weight, hair colour and eye colour;
 - (iv) two pieces of numbered identification, one piece of the identification being issued by a government body and containing a picture of the person tendering the property.
 - (d) the licence number and the description of any vehicle in which such *property* is delivered;
 - (e) a detailed description of the *property* acquired; and
 - (f) a detailed description of *motor vehicles* or *motor vehicle* parts acquired including the following:
 - (i) the vehicle identification number; and
 - (ii) the make, model, colour and year of the *motor vehicle*.
- (3) A Salvage Yard/Auto Wrecker shall not accept *second-hand property* from the following:
- (a) a *person* who is or who appears to be under the influence of *liquor* or any drug;
 - (b) a *person* under 18 years of age;
 - (c) a *person* failing to provide identification as required under Subsection (2) at the time of each transaction; or
 - (d) a *person* who is not the owner of the *property*.

- (4) A Salvage Yard/Auto Wrecker must:
- (a) not erase, deface or alter entry in the record kept pursuant to Subsection (2);
 - (b) not direct or allow any person to erase, deface or alter an entry in the record kept pursuant to Subsection (2);
 - (c) immediately provide on demand to a *Licence Inspector* the record kept pursuant to Subsection (2); and
 - (d) not direct or allow any person other than the *Licencee* or *employee* of the *Licencee* to make an entry into the record kept pursuant to Subsection (2).
- (5) A Salvage Yard/Auto Wrecker using electronic records:
- (a) will obtain the written approval of the Calgary Police Service prior to utilizing electronic records;
 - (b) will transmit electronically the record required under Subsection (2) in a format approved by the Calgary Police Service, to a location designated by the Calgary Police Service upon demand of the Calgary Police Service; and
 - (c) in addition to making the record required under Subsection (2), will make a true and accurate copy of the record in written form at the time of acquiring the *property* to which the record relates.
- (6) A Salvage Yard/Auto Wrecker is not required to have a Second-hand Dealer *licence* if the *business* is *carried on* at the *premises* of the Salvage Yard/Auto Wrecker.
- (7) A Salvage Yard/Auto Wrecker is not required to have a Salvage Collector *licence*.
- (8) A Salvage Yard/Auto Wrecker must not offer for sale or otherwise dispose of the *property* for a period of THIRTY (30) DAYS when requested to do so by a *Licence Inspector*.
- (9) No *person* shall *carry on business* of a Salvage Yard in a *dwelling unit* or any *premise* located in a residential land use district as described in the *City Land Use Bylaw*.

(B/L 41M2007, 2007 September 10)

SCHOOL

57. School means the *business* of providing instruction in commercial, business, clerical, manual, mechanical, technical or other skills or practices, but does not include a private, public or separate school or other school system maintained at public expense.

SECONDHAND DEALER

58. (1) Second-hand Dealer means the *business* of acquiring *second-hand property* or taking on consignment *second-hand property* of any kind including *property* purchased or traded in private homes or garage sales and includes *second-hand property* purchased or traded through any sales advertisement, for the purpose of selling or offering for sale the *second-hand property* but does not include auction

sales authorized under Provincial legislation, Salvage Collector, Salvage Yard/Auto Wrecker or Container Depot.

- (2) The *Chief Licence Inspector* may, in writing, exempt a *Licencee* from any or all of the provisions of Section 58.
- (3) Notwithstanding Subsection (2) the *Chief Licence Inspector* may, in writing, rescind any exemption previously granted to a *Licencee* pursuant to Section 58.
- (4) A Second-hand Dealer shall not *carry on* the *business* of a Pawnbroker nor buy or otherwise deal in pawn tickets on the same *premises*.
- (5) A Second-hand Dealer must keep a record in the English language in a form satisfactory to the *Chief Licence Inspector*, including by electronic means, in which shall be permanently recorded at the time of each transaction the following information:
 - (a) the full name of the *employee* who accepted the property;
 - (b) the *inventory number* of the acquisition;
 - (c) the price paid for the *property*;
 - (d) the date and time of day the *property* was acquired;
 - (e) a description of each item of *property* acquired including the following:
 - (i) serial numbers and all marking on the *property* where the serial number is defined as a unique number placed on *property* by the manufacturer;
 - (ii) the make and model placed or marked on the *property* by the manufacturer or vendor;
 - (iii) all other markings and numbers placed on the *property*; and
 - (iv) in the case of jewellery, the description shall be in a form approved by the Calgary Police Service.
 - (f) the information of the *person* selling the *property* including the following:
 - (i) the first name, middle name and surname of the *person*;
 - (ii) a current address and telephone number of the *person*;
 - (iii) a description of the *person* including height, weight, hair colour and eye colour;
 - (iv) two pieces of numbered identification, one piece of the identification being issued by a government body and containing a picture of the *person* tendering the property.

- (6) A Second-hand Dealer must:
- (a) not erase, deface or alter an entry in the record kept pursuant to Subsection (5);
 - (b) not direct or allow any *person* to erase, deface or alter an entry in the record kept pursuant to Subsection (5);
 - (c) immediately provide on demand to a *Licence Inspector* the record kept pursuant to Subsection (5); and
 - (d) not direct or allow any *person* other than the *Licencee* or *employee* of the *Licencee* to make an entry into the record kept pursuant to Subsection (5).
- (7) A Second-hand Dealer using written records:
- (a) in addition to making the record required by Subsection (5) must make a true and accurate copy of each record in a form satisfactory to the Calgary Police Service;
 - (b) shall ensure the form referred to in Subsection (5) is delivered to a location designated by the Calgary Police Service by the first Monday of the following week of acquiring the *property*, unless it is a statutory holiday in which case delivery of the records is required by the Tuesday of the following week of acquiring the *property*;
 - (c) must not sell or offer for sale any *property* acquired through purchase or trade, except property on consignment, until ONE HUNDRED AND TWENTY (120) DAYS have elapsed from the time the *property* was acquired;
 - (d) notwithstanding any other provision in this Bylaw, a Second-hand Dealer must not redeem or offer for sale, *property* for a period of THIRTY (30) DAYS when requested to do so by a *Licence Inspector*;
 - (e) must keep all *property* in a hold area, separate and apart from any other goods which are offered for sale or stored on the premise until ONE HUNDRED AND TWENTY (120) DAYS have elapsed from the time the *property* was acquired;
 - (f) must not allow any *person* other than the *Licencee*, *employees* of the *business* or a *Licence Inspector* access to the *property* for the ONE HUNDRED AND TWENTY (120) DAY period referred to in Subsection (7)(c);
 - (g) not direct or allow any *person* to repair, alter, dispose of, part with possession of or remove from the *licenced premises* the *property* for the ONE HUNDRED AND TWENTY (120) DAY period referred to in Subsection (7)(c)(d)(e);
 - (h) must label all *property* at the time of acquisition with the date of acquisition and inventory number;

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- (i) must ensure the label referred to in Subsection (7)(h) remains on the *property* for as long as the *property* remains in the possession of the Second-hand Dealer; and
 - (j) who exceeds ONE HUNDRED (100) transactions or FIVE HUNDRED (500) pieces of property within a 365 day period, shall immediately commence using electronic records and Subsection (8) shall apply.
- (8) A Second-hand Dealer using electronic records:
- (a) will obtain the written approval of the Calgary Police Service prior to utilizing electronic records;
 - (b) will transmit electronically the record required under Subsection (5), in a format approved by the Calgary Police Service, to a location designated by the Calgary Police Service at the time of acquiring the *property* to which the electronic record relates;
 - (c) in addition to making the record required under Subsection (5), will make a true, accurate copy of the record in written form at the time of acquiring the *property* to which the record relates;
 - (d) must not sell, offer for sale or otherwise dispose of any *property* received until THIRTY (30) DAYS have elapsed from the time the *property* was acquired by the Second-hand Dealer;
 - (e) notwithstanding any other provision within this Bylaw, a Second-hand Dealer must not offer for sale or otherwise dispose of, *property* for a period of THIRTY (30) DAYS when requested to do so by a *Licence Inspector*;
 - (f) must keep all *property* received in the *hold area*, separate and apart from any other goods which are offered for sale or stored on the *premises* until THIRTY (30) DAYS have elapsed from the time the *property* was acquired by the Second-hand Dealer;
 - (g) must not allow any *person* other than the *Licencee*, *employees* of the *business* or a *Licence Inspector* access to the *property* received as security for a loan and which has not been redeemed within the time allowed to the borrower for redemption for the THIRTY (30) DAY period referred to in Subsection (8)(d);
 - (h) not direct or allow any *person* to repair, alter, dispose of, part with possession of, or remove from the *licenced premise* the item of *property* for the THIRTY (30) DAY period referred to in Subsection (8)(d);
 - (i) must label all *property* at the time of acquisition with the date of acquisition and *inventory number*; and
 - (j) must ensure the label referred to in Subsection (8)(i) remains on the *property* for as long as the *property* remains in the possession of the Second-hand Dealer.
- (9) The provisions of Subsections (5), (6), (7) and (8) do not apply to the sale of the following *property*:
- (a) sports cards and stamps;

- (b) books and magazines;
 - (c) clothes (with the exception of furs, sporting goods or sports equipment); and
 - (d) used *household furniture*.
- (10) Subsections (8)(d) and (8)(f) do not apply to the sale or trade of the following *property*:
- (a) pre-recorded or recordable audio or video media; and
 - (b) coins or bullion.
- (11) A Second-hand Dealer must not accept or purchase *property* on which the manufacturer's identification number or serial number has been removed, defaced, tampered with or in any way altered unless the prior written approval of the Calgary Police Service has been obtained.
- (12) Where a *person* in the *business* of selling principally new *property* proves to the satisfaction of a *Licence Inspector* that all *property* offered for sale or sold by the *business* was acquired:
- (a) from *persons* who furnished the *property* as part of the consideration for the purchase from him of *property* of the same or similar type; or
 - (b) from government surplus stock in bulk lots;
- then the *business* does not require a Second-hand Dealer *licence*.
- (13) A Second-hand Dealer must not accept *property* from the following:
- (a) a *person* under 18 years of age;
 - (b) a *person* who fails to provide identification as required under Subsection (5)(f)(iv) at the time of each transaction;
 - (c) a *person* who is or who appears to be under the influence of any *liquor* or any drug; or
 - (d) a *person* who is not the owner of the *property*.
- (14) No *person* shall carry on *business* of a Second-hand Dealer in a *dwelling unit* or any *premise* located in a residential land use district as described in the *City of Calgary Land Use Bylaw*.
- (15) A Second-hand Dealer must not acquire, sell or offer for sale a *motor vehicle* without first obtaining a Motor Vehicle Dealer – Premises *licence*.

(B/L 41M2007, 2007 September 10)

TOBACCO RETAILER

59. (1) Tobacco Retailer means the *business* of selling, offering to sell or directing the sale to the public of any tobacco product including cigars, cigarettes or cigarette tobacco, chewing or pipe tobacco or snuff.
- (2) A Tobacco Retailer must *carry on business* from a *premises* but shall not *carry on business* from a *dwelling unit* or a *mobile business unit*.

TRADE SHOW

60. (1) Trade Show means the *business* of organizing a commercial exhibition
- (a) of 10 or more participants,
 - (b) where the exhibition is less than one month in duration, and
 - (c) for the purposes of having the participants exhibit samples, demonstrate products or services and/or selling products or services to the public.
- (2) Participants in a Trade Show are not required to be individually *licensed* to take part in the Trade Show except for Alcohol Beverage Sales and Tobacco Retailer.

WAREHOUSING

61. Warehousing means the *business* of renting, leasing or offering to rent or lease space in *premises* for the storing of goods, wares or merchandise excluding food or food products.

WHOLESALE

62. Wholesaler means the *business* of selling or distributing tangible *personal property* at *wholesale* but does not include the sale or distribution of food or food products.

PART III

OFFENCES AND PENALTIES

SUMMARY CONVICTION OFFENCE

63. (1) Any *person* who contravenes any provision of this Bylaw by:
- (a) doing any act or thing which the *person* is prohibited from doing; or
 - (b) failing to do any act or thing the *person* is required to do;

Is guilty of an offence , and any offence created pursuant to this Bylaw shall be considered to be a strict liability offence.

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- (2) Any person who is convicted of an offence pursuant to Subsection (1) is liable on summary conviction to a fine not less than THREE HUNDRED (\$300.00) DOLLARS but not exceeding TEN THOUSAND (\$10,000.00) DOLLARS and in default of payment of any fine imposed, to a period of imprisonment not exceeding ONE (1) YEAR.

(B/L 39M2005, 2005 July 25)
(B/L 41M2007, 2007 September 10)

REPEAT OFFENCES

64. (1) Notwithstanding Subsection 63(2):
- (1) if a *person* is convicted of the same provision of this Bylaw twice within one TWENTY FOUR (24) MONTH period, the minimum penalty that may be imposed in respect of the second violation shall be SIX HUNDRED (\$600.00) DOLLARS;
- (2) if a *person* is convicted of the same provision of this Bylaw three or more times within one TWENTY FOUR (24) MONTH period, the minimum penalty that may be imposed in respect of the third or subsequent violation shall be NINE HUNDRED (\$900.00) DOLLARS.
- (B/L 41M2007, 2007 September 10)

SPECIFIED PENALTIES

65. (1) The specified penalty applicable for a first offence against a particular Section of this Bylaw shall be the specified penalty as set out in Schedule "C".
- (B/L 41M2007, 2007 September 10)

VIOLATION TICKET

66. (1) Where a *Licence Inspector* reasonably believes that a *person* has contravened any provision of this Bylaw, the *Licence Inspector* may commence proceedings against the *person* pursuant to the provisions of the Provincial Offences Procedure Act, allowing for a voluntary payment in the amount of the specified penalty as set out in Schedule "C" in respect of the said offence;
- (2) This Section shall not prevent any *Licence Inspector* from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provisions of the Provincial Offences Procedure Act, or from laying an information in lieu of issuing a violation ticket.
- (B/L 41M2007, 2007 September 10)

PART IV

MISCELLANEOUS

SCHEDULES

67. DELETED BY BYLAW 41M2007, 2007 SEPTEMBER 10.

REPEAL

68. (1) Bylaw Number 8637, the Construction Contractors and Building Trades Licensing Bylaw and Bylaw Number 32M97, the Business Licence Bylaw, are repealed.
- (2) The repeal of Bylaw Number 8637, the Construction Contractors and Building Trades Licensing Bylaw and Bylaw Number 32M97, the Business Licence Bylaw, does not affect anything done or a right, privilege, obligation or liability acquired, or accrued or incurred under it.

COMMENCEMENT OF BYLAW

69. This Bylaw comes into force on September 28, 1998.

READ A FIRST TIME THIS 1st DAY OF JUNE, A. D. 1998.

READ A SECOND TIME, AS AMENDED, THIS 1st DAY OF JUNE, A. D. 1998.

READ A THIRD TIME, AS AMENDED, THIS 22nd DAY OF JUNE, A. D. 1998.

(Sgd.) A. Duerr
MAYOR

(Sgd.) D. Garner
CITY CLERK

SCHEDULE "A"

License Fees

(Amended by Bylaw 24M2005, 50M2005, 60M2005, 61M2005, 57M2008, 58M2008)

<u>Section Number</u>	<u>Business</u>	<u>Consultation or Approval</u>	<u>New Application Fee</u>	<u>Renewal Fee</u>
17	Adult Mini-Theatre	<ul style="list-style-type: none"> • Fire • Planning • Police 	\$140.00	\$107.00
18	Advertising Canvasser or Distributor	<ul style="list-style-type: none"> • Fire • Planning • Police 	\$140.00	\$107.00
19	Alcohol Beverage Manufacturer	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
20	Alcohol Beverage Sales	<ul style="list-style-type: none"> • Fire • Health Planning Police 	\$140.00	\$107.00
21	Amusement Arcade	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
22	Apartment Bldg Operator 1 to 3 storeys	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
22	Apartment Bldg Operator 4 or more storeys	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
23	Auto Body Shop	<ul style="list-style-type: none"> • Fire • Planning Police Province 	\$140.00	\$107.00
24	Carnival or Circus	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
25	Christmas Tree Vendor	<ul style="list-style-type: none"> • Planning 	\$140.00	\$107.00
26	Cinema	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
27	Cleaning Service	<ul style="list-style-type: none"> • Fire • Planning Police Province 	\$140.00	\$107.00

BYLAW NUMBER 32M98

<u>Section Number</u>	<u>Business</u>	<u>Consultation or Approval</u>	<u>New Application Fee</u>	<u>Renewal Fee</u>
28	Container Depot	<ul style="list-style-type: none"> • Fire • Planning Province 	\$140.00	\$107.00
29	Contractor	<ul style="list-style-type: none"> • Fire • Planning Police Province 	\$140.00	\$107.00
30	Distribution Manager	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
31	Electronic Repair Shop	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
32	Entertainment Establishment	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
33	Fabric Cleaning	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
34	Food Service – No Premises	Health	\$640.00	\$607.00
35	Food Service – Premises	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
36	Fuel Sales/Storage	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
37	Furniture Refinishing	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
38	Hotel/Motel	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
39	Kennel Service/Pet Dealer	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
40	Liquor Store	<ul style="list-style-type: none"> • Fire • Health Planning Police 	\$140.00	\$107.00
41	Lodging House	<ul style="list-style-type: none"> • Fire • Health Planning 	\$140.00	\$107.00
42	Manufacturer	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00

BYLAW NUMBER 32M98

<u>Section Number</u>	<u>Business</u>	<u>Consultation or Approval</u>	<u>New Application Fee</u>	<u>Renewal Fee</u>
43	Market	<ul style="list-style-type: none"> • Fire • Health Planning Police 	\$140.00	\$107.00
44	Motor Vehicle Dealer – No Premises	<ul style="list-style-type: none"> • Fire • Police Province 	\$140.00	\$107.00
45	Motor Vehicle Dealer – Premises	<ul style="list-style-type: none"> • Fire • Planning Police Province 	\$140.00	\$107.00
46	Motor Vehicle Repair & Service	<ul style="list-style-type: none"> • Fire • Planning Province 	\$140.00	\$107.00
47	Office Building Operator	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
48	Outdoor Patio	Health Planning	\$140.00	\$107.00
49	Pawnbroker	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
50	Personal Service	<ul style="list-style-type: none"> • Fire • Health Planning Police (only for tattoo parlours) 	\$140.00	\$107.00
51	Photographer	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
52	Psychic Practitioner	<ul style="list-style-type: none"> • Planning Police 	\$140.00	\$107.00
53	Retail Dealer – No Premises	N/A	\$640.00	\$607.00
54	Retail Dealer - Premises	<ul style="list-style-type: none"> • Fire • Planning 	\$140.00	\$107.00
55	Salvage Collector	<ul style="list-style-type: none"> • Planning Police 	\$140.00	\$107.00
56	Salvage Yard/Auto Wrecker	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00
57	School	<ul style="list-style-type: none"> • Fire • Health Planning Police 	\$140.00	\$107.00
58	Secondhand Dealer	<ul style="list-style-type: none"> • Fire • Planning Police 	\$140.00	\$107.00

BYLAW NUMBER 32M98

<u>Section Number</u>	<u>Business</u>	<u>Consultation or Approval</u>	<u>New Application Fee</u>	<u>Renewal Fee</u>
59	Tobacco Retailer	<ul style="list-style-type: none">• Fire• Planning	\$140.00	\$107.00
60	Trade Show	<ul style="list-style-type: none">• Fire• Planning Police	\$140.00	\$107.00
61	Warehousing	<ul style="list-style-type: none">• Fire• Planning	\$140.00	\$107.00
62	Wholesaler	<ul style="list-style-type: none">• Fire• Planning	\$140.00	\$107.00

(B/L 24M2005, 2005 March 7)
(B/L 50M2005, 2005 November 22)
(B/L 60M2005, 2005 November 22)
(B/L 61M2005, 2005 November 22)
(B/L 57M2008, 2008 November 3)
(B/L 58M2008, 2008 November 3)

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SCHEDULE "B"

Other Fees

(Amended by Bylaw 57M2008, 51M2009, 58M2008)

<u>Section Number</u>	<u>Other Fees</u>	<u>New Application Fee</u>	<u>Renewal Fee</u>
5(7)	Amendment Fee	\$ 27.00	\$ 27.00
6(2)	Non-Resident Business	\$550.00	\$550.00
13(3)	Notice of Appeal Deposit	\$100.00	\$100.00
14(3)	Charitable Organization	\$ 69.00	\$ 57.00
15(6)	Replacement Licence	\$ 27.00	N/A

(B/L 57M2008, 2008, November 3)
 (B/L 58M2008, 2008 November 3)
 (B/L 51M2009, 2009 September 28)

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SCHEDULE "C"

SPECIFIED PENALTIES

(Amended by Bylaw 39M2005, 41M2007)

	<u>Section</u>	<u>Specified Penalty</u>
Licence		
No <i>Licence</i>	3(1)	\$1000.00
Contravene condition of <i>licence</i>	3(3)	\$2000.00
Licence Requirements		
Give false information on application	4(8)	\$1000.00
Inspections		
<i>Business</i> failing to permit inspection	9(2)(a)	\$1000.00
<i>Business</i> failing to provide identification/information	9(2)(b)	\$1000.00
<i>Applicant</i> failing to provide accurate information or providing false/misleading information	9(2)(c)	\$1000.00
Obstructing a <i>Licence Inspector</i>	9(3)	\$1000.00
Allow false information to appear on record	9(5)	\$1000.00
Responsibilities of Licencee and Employees		
<i>Business</i> failing to provide updated information	11(2)	\$1000.00
<i>Business</i> fail to maintain standards	11(3)	\$1000.00
Refusal, Revocation or Suspension		
<i>Carry on business</i> while <i>licence</i> suspended	12(6)(a)	\$1000.00
Failing to return a <i>licence</i> while under suspension or revocation	12(6)(b)	\$ 300.00
Licence Identification		
Failing to post the <i>business licence</i> in public view	15(3)	\$ 300.00
Failing to produce a <i>licence</i> upon request	15(4)	\$ 300.00
Reproducing, altering or defacing a <i>licence</i>	15(5)	\$ 300.00

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	<u>Section</u>	<u>Specified Penalty</u>
Amusement Arcade		
Permitting a <i>person</i> under the age of 16 to operate an <i>amusement</i> , sport or arcade machine during specified hours on a school day	21(3)	\$ 300.00
Auto Body Shop		
Displaying motor vehicles for sale without a <i>licence</i>	23(2)	\$1000.00
Contractor		
Failing to meet the requirements of a Contractor	29	\$1000.00
Distribution		
Failing to supply an agent with a valid/required identification card	30(2)	\$ 300.00
Failing to display a valid identification card	30(3)	\$ 300.00
Failing to produce a valid list of agents	30(4)	\$1000.00
<i>Carrying on business</i> between 9:00 p.m. and 9:00 a.m.	30(5)	\$1000.00
Selling from a <i>mobile business unit</i>	30(6)	\$1000.00
Selling to persons in a moving motor vehicle	30(7)	\$1000.00
Failing to submit a written sales script	30(8)	\$ 300.00
Failing to submit badges, literature or product representation to the <i>Chief Licence Inspector</i>	30(8)(b)	\$ 300.00
Electronic Repair Shop		
Permitting an uncertified <i>electronic technician</i> to repair <i>electronic products</i>	31(3)	\$ 300.00
Removing an <i>electronic</i> product from the <i>business premises</i> without advising the customer in writing	31(4)	\$ 300.00
Kennel Service/Pet Dealer		
Failing to meet the requirements of a Kennel Service/Pet Dealer	39	\$ 300.00

	<u>Section</u>	<u>Specified Penalty</u>
Market		
<i>Business</i> fail to furnish information	43(2)	\$1000.00
Motor Vehicle Repair Service		
Advertising, storing or displaying <i>motor vehicles</i> for sale without a <i>licence</i>	46(2)	\$1000.00
Pawnbroker		
<i>Carry on business</i> as a Pawnbroker and Second-hand Dealer on the same <i>premise</i>	49(2)	\$1000.00
Acquire <i>property</i> through any other source	49(3)(a)	\$1000.00
Acquire <i>property</i> from another location	49(3)(b)	\$1000.00
Fail to keep satisfactory records	49(4)	\$1000.00
Erasing, defacing or altering records	49(5)(a), (b)	\$1000.00
Fail to provide records on demand	49(5)(c)	\$1000.00
Direct or allow entry into record other than <i>employee</i> or <i>Licencee</i>	49(5)(d)	\$1000.00
Fail to complete contract as required	49(6)	\$1000.00
Fail to complete record as required	49(7)(a)	\$1000.00
Fail to deliver record	49(7)(b)	\$1000.00
Selling <i>property</i> prior to completing 120 day hold period	49(7)(c)	\$1000.00
Dispose of <i>property</i> prior to completing 30 day hold period requested by <i>Licence Inspector</i>	49(7)(d)	\$1000.00
Fail to keep <i>property</i> separate and apart for the 120 day hold period	49(7)(e)	\$1000.00
Allow <i>person</i> access to <i>property</i> prior to the 120 day hold period expiring	49(7)(f)	\$1000.00
Dispose, alter, repair <i>property</i> prior to completing the 120 day hold period	49(7)(g)	\$1000.00
Fail to label <i>personal property</i>	49(7)(h)	\$1000.00
Fail to ensure label remains on <i>property</i>	49(7)(i)	\$1000.00

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	<u>Section</u>	<u>Specified Penalty</u>
Fail to commence using electronic records	49(7)(j)	\$1000.00
Fail to keep satisfactory records	49(8)(a)	\$1000.00
Fail to transmit records	49(8)(b)	\$1000.00
Fail to make copy of record	49(8)(c)	\$1000.00
Selling property prior to completing the 30 day hold period	49(8)(d)	\$1000.00
Dispose of property prior to completing 30 day hold period requested by <i>Licence Inspector</i>	49(8)(e)	\$1000.00
Fail to keep <i>property</i> separate and apart for the 30 day hold period	49(8)(f)	\$1000.00
Allow <i>person</i> access to <i>property</i> prior to 30 day hold period expiring	49(8)(g)	\$1000.00
Dispose, alter or repair <i>property</i> prior to completing the 30 day hold period	49(8)(h)	\$1000.00
Fail to label <i>property</i>	49(8)(i)	\$1000.00
Fail to ensure label remains on <i>property</i>	49(8)(j)	\$1000.00
Accepting <i>property</i> from improper source	49(9)(a) to (d)	\$1000.00
Accepting improper <i>property</i>	49(10)	\$1000.00
<i>Carry on business in dwelling unit</i>	49(11)	\$1000.00
<i>Person</i> offering personal property while not in lawful possession of <i>property</i>	49(13)	\$1000.00
Personal Service		
Tattoo or pierce a <i>person</i> under 18 years of age without parental consent	50(2)	\$1000.00
Salvage Collector		
Storing acquired material where not permitted	55(2)	\$ 300.00
Salvage Yard/Auto Wrecker		
Fail to keep satisfactory record	56(2)	\$1000.00

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	<u>Section</u>	<u>Specified Penalty</u>
Improper acceptance of <i>property</i>	56(3)(a) to (d)	\$1000.00
Erasing, defacing or altering records	56(4)(a)	\$1000.00
Not to direct any <i>person</i> to erase, alter or deface a record	56(4)(b)	\$1000.00
Fail to provide record on demand	56(4)(c)	\$1000.00
Allow access to record	56(4)(d)	\$1000.00
Fail to keep satisfactory record	56(5)(a)	\$1000.00
Fail to transmit record	56(5)(b)	\$1000.00
Fail to make copy of record	56(5)(c)	\$1000.00
Dispose of <i>property</i> prior to completing 30 day hold period requested by <i>Licence Inspector</i>	56(8)	\$1000.00
<i>Carry on business in a dwelling unit</i>	56(9)	\$1000.00
Second-hand Dealer		
Second-hand dealer <i>carry on business</i> of Pawnbroker on the same <i>premises</i>	58(4)	\$1000.00
Fail to keep satisfactory record	58(5)	\$1000.00
Erasing, defacing or altering records	58(6)(a)	\$1000.00
Not to direct any <i>person</i> to erase, alter or deface a record	58(6)(b)	\$1000.00
Fail to provide records on demand	58(6)(c)	\$1000.00
Direct or allow entry into record other than <i>employee</i> or <i>Licencee</i>	58(6)(d)	\$1000.00
Fail to keep satisfactory record	58(7)(a)	\$1000.00
Fail to deliver record	58(7)(b)	\$1000.00
Selling <i>property</i> prior to 120 day hold period expiring	58(7)(c)	\$1000.00
Dispose of <i>property</i> prior to completing 30 day hold period requested by <i>Licence Inspector</i>	58(7)(d)	\$1000.00

BYLAW NUMBER 32M98

	<u>Section</u>	<u>Specified Penalty</u>
Failing to keep <i>property</i> separate and apart for the 120 day holding period	58(7)(e)	\$1000.00
Allow <i>person</i> access to <i>property</i> prior to the 120 day hold period expiring	58(7)(f)	\$1000.00
Dispose, alter or repair <i>property</i> prior to completing the 120 day hold period	58(7)(g)	\$1000.00
Fail to label <i>personal property</i>	58(7)(h)	\$1000.00
Fail to ensure label remains on <i>property</i>	58(7)(i)	\$1000.00
Fail to commence using electronic records	58(7)(j)	\$1000.00
Fail to keep satisfactory records	58(8)(a)	\$1000.00
Fail to transmit records	58(8)(b)	\$1000.00
Fail to make copy of record	58(8)(c)	\$1000.00
Selling <i>property</i> prior to completing the 30 day hold period	58(8)(d)	\$1000.00
Dispose of <i>property</i> prior to completing 30 day hold period requested by <i>Licence Inspector</i>	58(8)(e)	\$1000.00
Fail to keep <i>property</i> separate and apart for the 30 day hold period	58(8)(f)	\$1000.00
Allow <i>person</i> access to <i>property</i> prior to 30 day hold period	58(8)(g)	\$1000.00
Dispose, alter, repair <i>property</i> prior to completing the 30 day hold period	58(8)(h)	\$1000.00
Fail to label <i>personal property</i>	58(8)(i)	\$1000.00
Fail to ensure label remains on <i>property</i>	58(8)(j)	\$1000.00
Accepting improper <i>property</i>	58(11)	\$1000.00
Accepting <i>property</i> from a <i>person</i> under the age of 18 years	58(13)(a)	\$1000.00
Accepting <i>property</i> from a <i>person</i> without obtaining the required identification	58(13)(b)	\$1000.00
Accepting <i>property</i> from a <i>person</i> who appears to be under the influence of <i>liquor</i> or any drug	58(13)(c)	\$1000.00

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	<u>Section</u>	<u>Specified Penalty</u>
Accepting <i>property</i> from a <i>person</i> who is not the owner of the <i>property</i>	58(13)(d)	\$1000.00
<i>Carry on business</i> from a <i>dwelling unit</i>	58(14)	\$1000.00
Tobacco Retailer		
<i>Carry on business</i> from a <i>dwelling unit</i> or <i>mobile business unit</i>	59(2)	\$ 300.00
All other Sections		\$ 300.00

(B/L 39M2005, 2005 July 25)
(B/L 41M2007, 2007 September 10)

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