



District of Maple Ridge

**Maple Ridge
Business Licencing and Regulation
Bylaw No. 6815-2011**

Effective Date: November 13, 2012

THE FOLLOWING DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY and is a consolidation of the following:

1. Business Licencing and Regulation Bylaw No. 6815-2011
2. Business Licence and Regulation Amending Bylaw No. 7135-2015
3. Business Licencing and Regulation Amending Bylaw No. 7250-2016

Individual copies of any of the above bylaws can be obtained by contacting the Clerk's Department.

District of Maple Ridge

Business Licencing and Regulation Bylaw No. 6815-2011

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District of Maple Ridge

**Business Licencing and Regulation
Bylaw No. 6815-2011**

A Bylaw respecting the granting of licences and regulating of Business within the District of Maple Ridge.

WHEREAS Council may, pursuant to the provisions contained in the *Community Charter*, regulate in relation to Business;

AND WHEREAS in regulating under the *Community Charter*, Council may provide for a system of licences, permits or approvals;

AND WHEREAS Council may, pursuant to the *Community Charter*, delegate its powers, duties and functions to an officer or employee of the District, which delegation may include the authority to suspend a Business Licence;

AND WHEREAS Council considers it in the public interest to regulate and licence Businesses within the District;

AND WHEREAS Council has given notice of its intention to adopt this Bylaw by placing advertisements in the local newspapers, and has provided an opportunity for persons who consider they are affected to make representations to Council;

NOW, THEREFORE, Council of the District of Maple Ridge in open meeting assembled enacts as follows:

Part 1 Citation

- 1.1 Business Licencing and Regulation Bylaw No. 6815-2011.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsequent paragraph, subparagraph, clause or phrase.

Part 3 Previous Bylaw Repeal

- 3.1 Maple Ridge Fetal Alcohol Syndrome Warning Sign Bylaw No. 5228-1995, and
- 3.2 Business Licencing and Regulation Bylaw No. 6333-2005, and the following amendment bylaws are hereby repealed:

Amendment Bylaw	Effective Date
Bylaw No. 6451-2006	November 28, 2006
Bylaw No. 6503-2007	December 18, 2007

Part 4 General Provisions

- 4.1 Unless otherwise defined herein, all words and phrases in this Bylaw shall have the meaning given to them in the *Local Government Act* and the *Community Charter*.
- 4.2 Headings for each section of this Bylaw are intended to organize the content and are to be used for reference purposes only.
- 4.3 Wherever the singular or masculine form of a word is used, it shall also mean the plural or feminine form of the word as the case may be.

Part 5 Definitions

- 5.1 In this bylaw, unless the context otherwise requires, the following words have the following meanings:

“Acupuncturist” means a person who pierces any part of a client’s body with needles as a means of treating disease or pain, and who holds a valid licence issued by the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

“Amusement Machine” means a machine on which mechanical, electrical, automatic, computerized, video, online or internet games are played for amusement or entertainment and for which a coin or token may be inserted or a fee charged for use.

“Antique” means a work of art, piece of furniture, or decorative object made at an earlier period and according to various custom laws at least 100 years ago.

“Arcade” means **Premises** where five (5) or more **Amusement Machines** are made available to members of the public for a fee.

“Adult Entertainment Store” means **Premises** that, excluding contraceptive devices, offers for rent, use, viewing or sale an object, device, machine or any form of entertainment including an **Adult Publication** that is designed or intended to be used in a **Sexual Act** or which depicts a **Sexual Act**.

“Adult Publication” means any book, pamphlet, magazine or printed matter however produced, which contains a visual image or representation of **Nudity, Sodomasochistic Behaviour** or a **Sexual Act**.

“Applicant” means any person that applies for a **Licence** pursuant to this Bylaw.

“Application” means a written request by an **Applicant** for the issuance of a **Licence** in the form attached to this Bylaw as Schedule “A” as amended from time to time.

“Auction” means offering or putting up for sale real or personal property where the public is invited to make competitive bids for the items offered for sale, but does not include a Crown officer selling Crown property by auction or a sheriff’s officer or bailiff selling property under a judgment or in satisfaction of rents or taxes.

“Automated Teller Machine” means a machine that permits a customer to access and use certain financial services customarily provided by a **Financial Institution**, and includes such a machine that is located in or affixed to any **Premises**, including the **Premises** in which a **Financial Institution** operates its principal **Business** if the machine can be accessed by customers outside the **Financial Institution’s** regular **Business** hours.

“Automated Vending Machine” means any machine or device that:

- a) is operated by or requires for the operation thereof the insertion of a coin, token, currency of any kind, credit card or bank card, and
- b) sells or dispenses money, a service or goods, or provides music, recreation, or amusement of any kind whatsoever.

“Bed and Breakfast” means a **Business** of providing a maximum of three (3) bedrooms but no cooking facilities provided for tourists or persons who only briefly occupy a **Dwelling Unit**, where the room rate includes meals provided on the **Premises** and where the maximum length of occupancy at the **Dwelling Unit** by a patron is not more than thirty (30) consecutive days in any twelve (12) month period.

“Bingo Hall” means a recreational facility used or intended to be used for the purpose of playing bingo, where a licence has been issued by the British Columbia Gaming Policy and Enforcement Branch to charitable or religious organizations as a Licensee, but excludes **Casinos** and casino halls.

“Billiards” includes snooker, pool, bagatelle and other similar games.

“Billiard Hall” means any **Premises** where three (3) or more billiard tables are made available to members of the public for a fee, but does not include **Premises** owned and operated by a Non-Profit Society or **Premises** with a Liquor Primary Licence.

“Body Rub” means the act of manipulating, touching, or stimulating by any means a person’s body or part thereof, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered under any statute of the Province of British Columbia governing such activities other than the *Community Charter*.

“Body Rub Studio” means any **Premises** where a **Body Rub** is performed, offered or requested for a fee.

“Body Painting Studio” means any **Premises** where, directly or indirectly, a fee is paid for any activity involving the application of paint, powder, or similar materials to the body by another person.

“Business” means the carrying on of a commercial or industrial undertaking of any kind or nature or the providing of professional, personal, or other services for the purpose of gain or profit.

“Buy” includes purchase, barter, deal in, take in exchange, take in part payment, or receive on consignment.

“Carnival” means an itinerant exhibition, show or production temporarily located in the **District**, which offers to the public amusement rides, circus performances, games of skill or chance, or other similar entertainment.

“Canvasser” means any person who canvasses or solicits **Business** within the **District** from cards or samples, or in any other manner whatsoever, takes orders for works or services or for the sale of any goods or any article or thing for immediate or future delivery, or for the purpose of promoting any **Business**.

“Caterer” means any person engaged in the preparing or serving of food or drink for consumption at **Premises** other than where that person carries on the **Business**, but excludes **Mobile Food Vendors, Mobile Ice Cream Vendors,** and **Businesses** that prepare food for take-out.

“Casino” means any **Premises** licensed or permitted to operate as a gaming facility under the *Gaming Control Act*, but does not include bingo halls.

“Cheque Cashing Centre” means any **Premises** where the **Business** of cashing cheques or negotiable instruments for a fee charged or chargeable to the payee of the cheque or the payee’s agent is carried on, but does not include a **Financial Institution**.

“Chief Constable” means the officer in charge of the Maple Ridge Detachment of the Royal Canadian Mounted Police.

“Commercial Kennel” means a kennel limited to the keeping, training, breeding, selling, or **Dog Boarding** for (a fee), and limited to the number of **Dogs** specified in the **Licence** but not to exceed a density of fifty (50) **Dogs** per site.

“Commercial Parking Lot” means an area of land or any building or part thereof where the parking of motor vehicles is provided for a fee, and includes areas provided specifically for customers of a **Business**, or tenants of a building other than a building used exclusively for residential purposes.

“Community Care” means a **Business** licensed or required to be licensed under the *Community Care and Assisted Living Act*.

“Contractor” includes any person who undertakes to do or perform any construction, building, carpentry, plastering, lathing, shingling, or concrete work, or any other construction work or service for a fee, except where a **Licence** fee for other work or service is specifically imposed elsewhere in this Bylaw but shall not include a land developer.

“Convenience Store” means a use devoted to the retail sale of groceries, perishable items, household items, domestic supplies, convenience goods, and related accessory uses.

“Corporate Officer” means the Corporate Officer for the **District**.

“Cyber Centre” means any **Premises** that have available for the use of its patrons for a fee, four (4) or more computer terminals or other electronic devices that provide or are capable of providing access to the internet or other computer network systems, but does not include a school, college, university or other educational institution or a public library.

“Daycare” means the provision of care of children in a home environment, licensed for this use in accordance with the *Community Care and Assisted Living Act*, and includes group childcare, family childcare, in-home multi-age childcare and pre-school as defined under the *Child Care Licensing Regulation*, and not to exceed a maximum of 8 children in care.

“District” means the District of Maple Ridge.

“Dog” means any animal of the canine species.

“Dog Boarding” means to feed, house and care or a **Dog** for a fee but does not include **Dog Daycare**.

“Dog Daycare” means to feed, house, care, and/or groom a **Dog** for a fee between the hours of 7:00 am and 7:00 pm with a maximum of twenty (20) **Dogs** per site, and may involve retail sales of **Dog** related items but excludes overnight **Dog Boarding**.

“Driver’s Licence” means a valid driver’s licence issued pursuant to, or an equivalent licence recognized under, the *Motor Vehicle Act* of the Province of British Columbia.

“Dwelling Unit” as defined in the **District** of Maple Ridge Zoning Bylaw as amended from time to time.

“Electronic Gaming” means any activity or game of chance for money or other valuable consideration carried out or played on an electronic or mechanical device or machine, but excludes the purchase or sale of lottery tickets pursuant to a government lottery scheme.

“Exotic Performer” means a person who, for a **Business** purpose, is in a state of **Nudity** or who removes a majority or all of that person’s clothing to be in a state of **Nudity**, but excludes a person depicted in a motion picture.

“Farm Produce” means berries, fruits, vegetables, honey, eggs, fresh cut flowers, live fowl, live poultry, bedding plants, seeds, and trees commonly known as Christmas Trees sold only during the Christmas season, bulbs and similar products, live shrubs or trees grown or produced from seeds, seedlings or cuttings on the individual farm on which the sale is taking place; but excluding dressed fowl or poultry and butchered meat.

“Farmers’ Market” means the carrying on of a **Business** that organizes a group of vendors to gather in a temporary, open-air market located outdoors for the purpose of selling to the public only goods described in section 7.12 of this Bylaw.

“Financial Institution” means a bank, credit union, trust company or other similar business that, among other things, accepts deposits, invests money, or lends money.

“Fitness Centre” means any **Premises** that provide patrons the opportunity to perform physical activity for a fee and includes recreational clubs, fitness centres, hand ball courts, squash courts, health clubs, rock climbing facilities, batting cages, and gymnasiums.

“Food Primary Licence” means a Food Primary Licence issued pursuant to the *Liquor Control and Licensing Act*.

“Highway” as defined in the **District** of Maple Ridge Highway and Traffic Bylaw as amended from time to time.

“Home Occupation” means a business accessory to the use of a dwelling unit or to the residential use of a lot occupied by a dwelling.

“Junk” means any scrap, waste, discarded material, goods or debris whether or not stored for salvage, dismantling or recycling.

“Licence” means a **Business** licence required pursuant to this Bylaw.

“Licensee” means a person to whom a current Licence has been issued under this Bylaw.

“Licence Inspector” means the Director of Licences, Permits and Bylaws or their designate.

“Licensed Premises” means any **Premises** licensed under the provisions of the *Liquor Control and Licensing Act* and includes restaurants;

“Liquor Primary Licence” means a liquor primary licence or liquor primary club licence issued pursuant to the *Liquor Control and Licensing Act*.

“Loiter” means to delay an activity with idle stops and pauses or to remain in an area for no obvious or legal reason.

“Manufacturing” means carrying on the **Business** of assembling, fabricating, processing, altering or finishing any goods.

“Medical Health Officer” means a medical health officer designated under section 71 of the *Public Health Act*.

“Mobile Cart” means any device designed to be moved by human power.

“Mobile Food Vendor” means a person who sells or offers to sell food items from a **Cart** or **Vehicle**.

“Mobile Ice Cream Vendor” means a person who sells or offers to sell frozen novelty products such as ice cream bars, popsicles, or yogurt bars from a **Cart** or **Vehicle** located on a public **Highway**.

“Modelling Studio” means **Premises** where, directly or indirectly, a fee is paid for the furnishing of persons as models who pose in a state of **Nudity** on the **Premises** for the purpose of being sketched, painted, drawn, sculptured, photographed, or otherwise depicted, but does not include a studio which functions as an educational institution authorized under legislation of the Province of British Columbia governing educational institutions, nor to a studio which functions to provide models who are sketched, painted, drawn, sculptured, photographed, or otherwise depicted and the depiction is produced for commercial purposes, or to a studio which is being operated for purely artistic purposes.

“Non-Profit Society” means a registered charitable society that is:

- (a) incorporated and in good standing under the *Society Act*; and
- (b) registered as such under the *Income Tax Act* (Canada) and qualified to issue tax receipts to its donors.

“Nudity” means the showing of the post-pubertal, human, male or female genitals or pubic area with less than a full, opaque covering.

“Outdoor Recreation” means such activities as paintball, zip lining, horseback riding academies, go-carting, mountain biking, rock climbing and similar activities but does not include the private use of municipal parks or facilities without the express written permission of the Director of Parks and Open Spaces for the **District**.

7135-2015 **“Payday Loan”** means the business of offering, arranging, or providing payday loans (as defined in the Business Practices and Consumer Protection Act, SBC 2004 c.2, as amended, and regulated by the Payday Loans Regulation, B.C. Reg. 57/2009, as amended) to consumers.

“Pawn” means the deposit of personal property as a pledge or collateral security for an assessed value.

“Peddler” means a person who sells or offers for sale goods or food items by going from place to place or house to house, or by appointment and demonstration, whether such person is acting on that person’s own behalf or as an employee of another, but excludes a **Solicitor for Charity**.

“Personal Services” means provision of specific services to the person including, but not limited to, barbering, hairdressing, beauty salons, nail salons, tattoo parlour, tailoring, shoemaking, dry cleaning and pet grooming, and excluding **Adult Entertainment** and **Pawn** shop use.

“Pet Store” means a retail store where domesticated animals are offered for sale or sold to the public, but excludes an animal shelter.

“Picture Identification” means one or more of the following provided it has not expired and has a photograph of the bearer:

- (a) driver’s licence issued by a Canadian province or territory;
- (b) identity card issued by a Canadian province or territory;
- (c) passport;
- (d) Certificate of Indian Status issued by the Government of Canada;
- (e) Certificate of Canadian citizenship issued by the Government of Canada; or
- (f) Conditional Release Card issued by Correctional Services Canada.

“Police Department” means the Royal Canadian Mounted Police with a detachment located in Maple Ridge, British Columbia.

“Police Officer” means an officer of the Police Department.

“Post Box” means a box or other receptacle used or intended to be used for the collection or storage of mail.

“Post Box Rental Agency” means a **Business** that makes available for rent, lease, purchase, possession or use one or more Post Boxes to a person or to a **Business** that does not normally occupy the **Premises** where the Post Box or Post Boxes are located, but does not include Canada Post.

“Premises” includes but is not limited to stores, offices, warehouses, factory buildings, houses, enclosures, and yards.

“Prenatal Alcohol Exposure” means the consumption of any alcoholic substance (beer, wine, spirits) which has detrimental effects on the growing fetus, including implications for mental, learning, physical, and behavioural development.

“Private School” means any **Premises** used for elementary, secondary, college, technical, language or other education or instruction generally offered to the public and which is not operated by School District No. 42 (Maple Ridge).

“Professional” includes persons engaged in the Professional Business of offering any of the following services in accordance with a federal or provincial licence or standard including but not limited to: accountant, agrologist, architect, chiropractor, dentist, ecologist, engineer, financial consultant,

forester, land surveyor, lawyer, naturopathic physician, notary public, optometrist, orthodontist, osteopath, pharmacist, physician, physiotherapist, podiatrist, psychiatrist, psychologist, radiologist, registered psychiatric nurse, surgeon and undertaker.

“Professional Dog Walker” means an individual whose **Business** or employment is walking **Dogs** owned by other persons.

“Property Manager” means a person or a **Business** that rents or leases or offers for rent or lease a **Dwelling Unit** or Dwelling Units to other persons or Businesses.

“Proprietor” means the person who ultimately controls, governs, or directs the activities carried on within the kinds of **Premises** referred to in this Bylaw and includes the person actually in charge thereof.

“Public Market” means any **Premises** containing stalls, tables, spaces, divisions or compartments individually rented, occupied or operated for the purpose of displaying or selling goods to the public.

“Realtor” means a person licensed or required to be licensed under the *Real Estate Services Act*.

“Restaurant” means an establishment where food and beverages are sold to the public and where provision is made for consumption on or off the **Premises**. The establishment may be licensed as “Food Primary” under the *Liquor Control and Licensing Act*.

“Retail Business” means a **Business** selling goods for final consumption, in contrast to a sale for further sale or processing, and includes accessory manufacturing or assembly of the goods for sale.

“Sadomasochistic Behaviour” means scenes involving a person or persons, any of whom are in a state of **Nudity**, who are engaged in activities involving flagellation, torture, fettering, binding, or other physical restraint of any other person.

“School Holiday” means any day which is a holiday, or any day or part thereof that is a non-instructional day for schools in Maple Ridge.

“Scrap Dealer” means a person whose primary **Business** is the collection and delivery of scrap to a licensed salvage yard, recycling plant or recycling depot.

“Scrap Metal Dealer” means a scrap metal dealer as defined in the District’s Scrap Metal Dealer Regulation Bylaw, as amended from time to time.

“Second Hand Articles” means any used goods, including **Junk**, offered for sale or taken in **Pawn** including but not limited to the following:

- (a) used clothing, furniture, costume jewellery, footwear, and houseware items such as dishes, pots, pans, cooking utensils and cutlery; and
- (b) used books, papers, magazines, vinyl records and long play records.

“Second Hand Dealer” means a person carrying on the **Business** of buying, selling, taking in **Pawn**, procuring or offering for sale **Second Hand Articles** and includes the following persons, stores, or transactions:

- (a) a person who is licensed by the Province of British Columbia to deal in used motor vehicles;
- (b) a person who deals only in antiques;
- (c) a person who only purchases, sells or collects recyclable materials for the sole purpose of recycling. Recyclable materials shall include bottles, cans, plastics, glass, cardboard, paper or other recyclable materials but shall not include scrap metal that is not part of a can or food container;
- (d) a thrift store or charity store which receives **Second Hand Articles** by donation;
- (e) transactions involving **Second Hand Articles** purchased at a public auction where the seller’s name and address is recorded in the records of the auction house;
- (f) transactions involving **Second Hand Articles** purchased at a consignment store where the seller’s name and address is recorded in the records of the consignment store; and
- (g) transactions involving an exchange or trade of **Second Hand Articles** for another **Second Hand Article** where no money is given by the dealer to the person from whom the **Second Hand Article** was received.

“Second Hand Dealer’s Report” means the report form attached hereto as Schedule “C” or a similar report form, including an electronic report accessible by or from a centralized electronic registry to which the **Police Department** has uninterrupted and unlimited access, provided such other report form has first been approved in writing by both the **Police Department** and the **Licence Inspector**.

“Sexual Act” means a real or simulated act as defined in the *Motion Picture Act Regulations*.

“Social Escort” means any person who, for a **Business** purpose, escorts or accompanies another person, but does not include a person providing assistance to another person because of that other person’s age, medical condition or disability.

"Solicitor for Charity" means a person who engages in the **Business** of collecting or receiving money or goods, with or without the disposal or sale of goods, and includes the sale of tickets for any form of entertainment or drawing or other disposition of any prize, where some or all of the money collected or the proceeds of the disposal or sale are, directly or indirectly, given to a **Non-Profit Society**.

"Temporary" means thirty (30) consecutive days in a twelve (12) month period.

"Temporary Commercial Vendor" means any person carrying on the **Business** of selling or offering for sale goods from a temporary location, kiosk or **Vehicle** on commercially zoned property.

"Theatre" means **Premises** primarily used for the provision of live performances or for the projection or display of motion pictures to the public for a fee.

"Tobacco" means tobacco and tobacco products in any form in which they may be consumed, by a consumer, and includes snuff and raw leaf tobacco.

"Tobacco Product" means tobacco products and accessories as defined under the *Tobacco Tax Act*.

"U-brew" means any **Premises** where supplies, prepackaged ingredients or equipment are sold which contributes towards the making of wine, beer or other alcoholic beverages.

"Unit" means any structure or building that is zoned and or used for residential, industrial or commercial purposes.

"Vehicle" as defined in the *"Motor Vehicle Act"*.

"Warehouse" means **Premises** used for keeping or storing goods, to which the general public does not have access, and which may include facilities for distribution of Commercial or Industrial goods.

"Wholesale Dealer" means any person who carries on the **Business** of selling any goods to **Retail Businesses**, to other Wholesale Dealers, or to Contractors or manufacturers for use in their **Businesses**, but excludes an owner of a warehouse that does not employ a representative, other than the warehouse owner or operator, to solicit orders for, to handle or to distribute goods.

Part 6 General Licence Requirements

6.1 Licence Requirements

6.1.1 Except as otherwise provided in this Bylaw:

- (a) no person shall carry on, maintain, own or operate a **Business** in the **District** without holding a valid and subsisting **Licence**; and
- (b) no person shall suffer, permit or allow a person to carry on, maintain or operate a **Business** without a valid and subsisting **Licence**.

6.1.2 A **Licence** is not required for:

- (a) a **Property Manager** that rents or leases or offers to rent or lease no more than one **Unit** in the **District**; or
- (b) The Royal Canadian Legion Branch or the Army Navy & Air Force Veterans in Canada Branch with respect to a licence they may hold under the *Liquor Control & Licensing Act* as amended from time to time or an establishment it may operate with respect to the licence, as **Council** considered the Royal Canadian Legion Branch and the Army Navy & Air Force Veterans in Canada to be non-profit, charitable institutions and organizations contributing to the general interest and advantage of the **District**.

6.1.3 Every person who operates a **Business** from more than one **Premise** in the **District** shall apply for and maintain a separate **Licence** in respect of each Premise pursuant to section 6.1.1.

6.1.4 Every person who operates more than one **Business** at one **Premise** shall apply for and maintain a separate **Licence** in respect of each **Business**.

6.1.5 Any person operating or carrying on a **Business** that is regulated, controlled, permitted, or licensed by any other Bylaw or Provincial or Federal enactment shall obtain the necessary approvals from the appropriate authority prior to applying for a **Licence**.

6.1.6 A **Licence** is not to be deemed to be a representation by the **District** to the **Licensee** that the **Business** or proposed **Business** complies with any or all applicable Bylaws or other enactments.

6.1.7 The holder of a valid and subsisting **Home Occupation Licence** is permitted to hold a commercial display on commercial property,

subject to compliance with other municipal Bylaws, for up to one (1) month in a six (6) month period without obtaining a separate Licence as required in section 6.1.4.

6.2 Licence Application

6.2.1 All **Applications** for a **Licence** pursuant to this Bylaw shall:

- (a) be made in the form provided by the **Licence Inspector** for that purpose;
- (b) be signed by the owner or operator of the **Business** or an agent authorized in writing by the owner or operator; and
- (c) contain a true and accurate description of the following information:
 - (i) the nature of the **Business**;
 - (ii) the **Premises**, including the civic address, from which the **Business** is conducted;
 - (iii) any other information the **Licence Inspector** may require with respect to the operation of the **Business** and its location; and
 - (iv) not be altered or annotated in any manner.

6.2.2 The **Licence Inspector** may review the **Application** to verify general compliance with this Bylaw and other applicable enactments. Any errors or omissions in the information provided by the **Applicant** on the **Application** will be the sole responsibility of the **Applicant**.

6.2.3 All **Premises** in or upon which the **Applicant** proposes to carry on **Business** and or all vehicles used in connection therewith shall, before any such **Licence** is granted for such **Premises** or for such vehicle, first be approved by the **Licence Inspector** who may in his discretion also require such **Premises** or vehicles to be approved by Federal, Provincial or District Officials, as the **Licence Inspector** deems necessary.

6.3 Licence Fees

6.3.1 Every **Applicant** shall, at the time of making the **Application**, pay to the **District** the **Licence** fee set out for his **Business** in Schedule "A" to this Bylaw. No **Licence** shall be issued until the payment of the fee is made.

- 6.3.2 Notwithstanding section 6.3.1, the **Licence** fee prescribed in Schedule “A” may be reduced by one-half in respect of a **Business** for which a Licence is issued after the 30th day of June in any calendar year.
- 6.3.3 No reduction or refund of the annual **Licence** fee paid pursuant to this Bylaw shall be made by the **District** due to any **Licensee** ceasing to own or operate the **Business** for which the **Licence** was issued.
- 6.3.4 The fees set out in Schedule “A” of this bylaw shall be adjusted annually and implemented on the 1st day of January in the following year. This annual adjustment shall be based on the Consumer Price Index (CPI) as established by Statistics Canada based on the previous 12 month period ending December.
- 6.4 **Variable Licence Fees**
- 6.4.1 Where the **Licence** fee for a **Business** is based on the floor area, ground area, number of professionals regularly employed, number of machines, appliances, rental units or other factors used in the carrying on of the **Business**, an **Applicant** who changes the factors upon which the **Licence** fee is based shall immediately notify the **Licence Inspector** in writing, and pay any additional **Licence** fee which may be payable under Schedule “A” as a result of the change.
- 6.5 **Licence Period**
- 6.5.1 Licences shall be issued for a period no greater than one calendar year and shall commence on the 1st day of January and expire on the 31st day of December of each year, unless otherwise indicated on the **Licence**.
- 6.6 **Licence Renewal**
- 6.6.1 Every **Licensee** shall renew the **Licence** prior to the beginning of each licensing period as long as the **Business** for which the **Licence** was issued is operating or being carried on within the **District**.
- 6.7 **Licence Changes**
- 6.7.1 Every **Licensee** shall notify the **Licence Inspector** in writing within forty-eight (48) hours of the termination of operation of the **Business**.
- 6.7.2 No **Licensee** shall make a change to a **Business**, including but not limited to a change:
- (a) in location of the **Business Premises**;

- (b) to the **Business** name;
- (c) to any term or condition on which the **Licence** was issued; or
- (d) that would increase the **Licence** fee prescribed for the **Business** in Schedule “A” without first applying to the **Licence Inspector** to have the **Licence** changed.

6.7.3 The powers, conditions, requirements and procedures relating to the granting or refusal of a **Licence** shall apply to all such applications for a **Licence** change.

6.7.4 A person applying for a **Licence** change shall, at the time of making the **Application**, pay to the **District** the amount by which the **Licence** fee under Schedule “A” will increase.

6.7.5 In addition to the fee set out in Schedule “A”, a **Licensee** applying for a change of location of the **Premises** in which the **Business** is carried on shall pay to the **District** a transfer fee of \$50.00.

6.7.6 A person applying for a name change for a corporation shall, at the time of application, supply a true copy of the name change certificate issued by the Corporate Registry (Victoria).

6.8 Licence Posting

6.8.1 Every **Licensee** shall post the **Licence** in a conspicuous place on the **Premises** or on the thing or article in respect of which the **Licence** is issued and, in the case where the holder thereof has no **Business Premises** in the **District**, such **Licence** shall be carried upon his person at all times when he is engaged in the **Business** for which the **Licence** was issued.

6.9 Licence Inspector’s Powers and Duties

6.9.1 On receipt of an **Application** and before issuing any **Licence** or authorizing a change with respect to an existing **Licence**, a **Licence Inspector** may:

- (a) at a reasonable time and in a reasonable manner, inspect the **Premises** for which the **Licence** or the change to an existing **Licence** is sought; and
- (b) require the **Applicant** to provide proof of any certification, approval, or qualification which may be required by a federal, provincial or municipal authority with respect to the business.

- 6.9.2 A **Licence** is issued on terms or conditions imposed in respect of that **Business** by this Bylaw or in any other enactment.
- 6.9.3 Subject to section 16 of the *Community Charter*, S.B.C. 2003, c.26 a **Licence Inspector** may enter the **Premises** at a reasonable time to inspect and determine whether the regulations and requirements of the Bylaw are being met.
- 6.10 Refusal of a Licence**
- 6.10.1 An **Application** may be refused by the **Licence Inspector** in any specific case, provided that:
- (a) the **Application** shall not be unreasonably refused; and
 - (b) the **Licence Inspector** shall give written reasons for the refusal.
- 6.10.2 If the **Licence Inspector** refuses to grant a **Licence**, the **Applicant** who is subject to the decision is entitled to have **Council** reconsider the matter.
- 6.11 Terms and Conditions of a Licence**
- 6.11.1 **Council** or the **Licence Inspector** may impose terms and conditions with respect to a Licence granted under this Bylaw. The terms and conditions imposed on a **Licence** may include any one or more of the following requirements that the **Licensee**:
- (a) comply with a particular provision of a Municipal Bylaw or any other Provincial or Federal enactment within a specified period of time; and
 - (b) provide to the **Licence Inspector** within a specified period of time evidence satisfactory to the **Licence Inspector** of compliance with a particular provision of a Municipal Bylaw or any other Provincial or Federal enactment with respect to that **Business**.
- 6.12 Suspension and Cancellation of a Licence**
- 6.12.1 A **Licence** may be suspended or cancelled by the **Licence Inspector** for reasonable cause.
- 6.12.2 Without limiting what constitutes reasonable cause, any one or more of the following circumstances may constitute reasonable cause:

- (a) the **Licensee** fails to comply with this Bylaw or a term or condition of the **Licence**;
- (b) the **Licensee** is convicted of an indictable offence in Canada, which offence, in the opinion of **Council** or the **Licence Inspector**, directly relates to the **Business**;
- (c) the **Licensee** is convicted of an offence under any Municipal Bylaw or Provincial or Federal enactment in respect of the **Business** for which the **Licensee** is licensed or with respect to the **Premises** for which the **Licence** was issued; or
- (d) the **Licensee** has ceased to meet the lawful requirements to carry on the **Business** for which the **Licensee** is licensed or with respect to the **Premises** for which the **Licence** was issued.

6.13 Council Reconsideration

- 6.13.1 An **Applicant** or **Licence** holder who wishes **Council** to reconsider an **Licence Inspector's** decision to refuse, suspend or cancel a **Licence** shall, within ten (10) business days of the date of the refusal, suspension or cancellation, deliver to the **Corporate Officer** a written request stating the grounds upon which the request is based.
- 6.13.2 The **Corporate Officer** shall refer to **Council** a request made under section 6.13.1 and notify the applicant or **Licence** holder of the time and place at which **Council** will reconsider the **Licence Inspector's** decision.

Part 7 Specific Regulations

7.1 Adult Entertainment Store

- 7.1.1 No owner or operator of an **Adult Entertainment Store** shall permit any person who is less than nineteen (19) years of age to be at the **Premises** at any time.
- 7.1.2 No owner or operator of an **Adult Entertainment Store** shall exhibit or permit to be exhibited in any window at the **Premises** or viewed from outside the **Premises** any depiction of a **Sexual Act** or any good, material, device, machine or entertainment which is designed or intended to be used in or for a **Sexual Act**.
- 7.1.3 Every **Adult Entertainment Store** shall post and keep posted at all times at every entrance to its **Premises** a clearly visible and legible sign, not less than 21.59 centimetres (8 ½ inches) by 27.94

centimetres (11 inches) in dimension, containing the words “Adults Only”.

7.2 Adult Publications

7.2.1 Except in an **Adult Entertainment Store** licensed under this Bylaw, no owner or operator of a **Business** shall sell or offer to sell or display or permit to be displayed at a **Business Premises**, an **Adult Publication** except as follows:

- (a) all **Adult Publications** shall be located on a shelf, the bottom edge of which is at least 120 centimetres (47.25 inches) from the floor; and
- (b) all **Adult Publications** shall be placed behind an opaque substance which extends for the full length of the shelf on which the **Adult Publications** are placed and which extends vertically for at least 20.32 centimetres (8 inches) from the bottom of the shelf.

7.3 Arcades, Cyber Centres and Billiard Halls

7.3.1 Every owner or operator of an **Arcade, Cyber Centre or Billiard Hall** shall:

- (a) post and keep posted at all times at every entrance to the **Premises** a clearly visible and legible sign, not less than 21.59 centimetres (8 ½ inches) by 27.94 centimetres (11 inches) in dimension, containing the words “No Loitering”;
- (b) ensure **Loitering** does not take place;
- (c) post and keep posted at all times in a conspicuous place, near any **Amusement Machines**, computer terminals or billiard tables, a summary of the rules of conduct for customers, including the regulations set out in this section;
- (d) ensure that the **Premises** are well lit and clean;
- (e) not cover up any window in a manner that would prevent a clear view of the interior of the **Premises** from the exterior of the **Premises**;
- (f) ensure that the owner or not less than one employee of the **Business** is present at the **Premises** at all times that the **Premises** are open to the public;
- (g) not permit any patron to be at the **Premises** between the hours of 12:00 Midnight and 7:00 am; and

- (h) not allow any person apparently or actually under the age of fifteen (15) years, unless such person is accompanied by his parent or guardian, to use, play, operate or loiter about an **Amusement Machine** or computer terminal or be present in a **Billiard Hall**:
 - (i) between the hours of 9:00 am and 3:00 pm Monday to Friday inclusive unless such day is a School Holiday; or
 - (ii) between the hours of 10:00 pm and 12:00 Midnight Sunday to Thursday inclusive unless the day immediately following is a School Holiday; and
 - (iii) where reasonable doubt exists as to the age of a person desiring to play an **Amusement Machine** or use a computer terminal or to be present in a **Billiard Hall**, the owner or operator of those **Premises** shall not permit any person who is unable to provide documented proof of age indicating that person is fifteen (15) years of age or older to remain at the **Premises**.

7.4 Automobile Wrecking and Salvage

- 7.4.1 Every owner or operator of an automobile wrecker, salvage yard, automobile dealer/rebuilder, towing with storage **Business** and towing without storage **Business** is subject to the regulations of this section.
- 7.4.2 Every owner or operator shall maintain on the **Premises** a permanent building of at least 100 square metres (100 m²) and the building must contain an office together with washroom and cleanup facilities for employees.
- 7.4.3 The **Premises** shall be kept by the owner or operator in a clean, orderly, uncluttered and unobstructed condition and any building or continuous landscape screen on the **Premises** must be kept in good and sufficient repair and properly painted.
- 7.4.4 No by-products or materials of the **Business** shall be burned except in a furnace or incinerator designed to trap fly ash and to contain the whole of the fire.
- 7.4.5 Every owner or operator shall keep on the **Premises** a record of the vehicle identification number (VIN) and the serial numbers of all automobiles and equipment bearing these numbers, in accordance with the following:

- (a) every record shall be written in ink in a plain legible hand in the English language;
- (b) every record shall include the precise date and hour of receiving the automobile or equipment for salvage or destruction;
- (c) every record shall include the name, residence, or street address, and description of the person from whom the automobile or equipment was received. The description of the person must include date of birth, height, weight, eye color, race, gender and the type and number of **Picture Identification** presented. This information must be compared to and recorded from the person's **Picture Identification** by the proprietor;
- (d) every owner or operator shall, at all reasonable times during **Business** hours, produce the owner or operator's register for the inspection of the **Licence Inspector**;
- (e) the owner or operator's register may be removed at any time by the **Licence Inspector** for inspection at the headquarters of the officer or for use as evidence in Court;
- (f) immediately upon the return of a register to the owner or occupier, the owner or occupier shall enter in proper sequence each and every transaction involving the receiving of automobiles or equipment made during the absence of the register;
- (g) the owner or occupier shall not permit any entry in a register to be erased, obliterated, or defaced, or permit any page or other portion of the register to be cut out or removed; and
- (h) the owner or occupier shall number each record in the register in sequence and number each page of the register in sequence.

7.5 **Bed and Breakfast**

7.5.1 Every owner or operator of a **Bed and Breakfast** shall:

- (a) supply the **Licence Inspector** with the number of bedrooms intended for the operation and the daily rate of charge;
- (b) keep the records of all patrons, including dates of arrival and departure; and

- (c) post the daily rate of charge at an easily visible location in the **Premises**.

7.5.2 No owner or operator of a **Bed and Breakfast** shall provide more than three (3) bedrooms for tourists or clients.

7.6 **Body Rub Studios, Body Painting Studios and Modelling Studios**

7.6.1 Every application for a **Licence** to operate a **Body Rub Studio, Body Painting Studio** and **Modelling Studio** shall be accompanied by a floor plan for the entire **Premises** in the scale and detail as may be required by the **Licence Inspector**, and when any alterations are made to the **Premises**, the owner or operator shall file revised plans immediately with the **Licence Inspector**.

7.6.2 Every owner or operator of a **Body Rub Studio, Body Painting Studio** or **Modelling Studio** shall:

- (a) provide the **Licence Inspector** with the name, address, and photocopy of **Picture Identification** of every person proposed to be employed or engaged in the **Business**;
- (b) notify the **Licence Inspector** within twenty-four (24) hours of any change in the personnel employed or engaged in the **Business**; and
- (c) not employ or engage any person in the **Business** without first receiving the approval of the **Licence Inspector**.

7.6.3 No owner or operator of a **Body Rub Studio, Body Painting Studio** or **Modelling Studio** shall:

- (a) employ any person or allow any person at the **Premises** who is less than nineteen (19) years of age;
- (b) permit the **Premises** to be open to the public between the hours of 12:00 Midnight and 8:00 am;
- (c) permit any person engaged in providing a **Body Rub** to manipulate, touch or massage the male or female genitals of any patron;
- (d) permit any person engaged in providing a **Body Rub** at the **Premises** to perform a **Body Rub** unless the person is wearing clean, washable, non-transparent outer garments covering the body between the neck and the top of the knee, the sleeves of which do not reach below the elbows; and

- (e) exhibit the owner or operator's body, or permit other persons to exhibit their bodies in any window at or about the **Premises**, or exhibit or permit to be exhibited any sign outside the **Premises** showing any **Nudity** or any printed words that might indicate that the **Premises** is a place that offers any form of **Sexual Act** or entertainment involving **Nudity**.

7.6.4 Every room at the **Premises** which is used for **Body Rub** or **Body Painting** or **Modelling** shall:

- (a) be at least 2.5 metres by 2.5 metres in size;
- (b) not be equipped with a locking device on any door to the room;
- (c) not have any means by which a person may view the interior of the room, other than a door providing entrance to the room;
- (d) be equipped with lighting of at least 50 foot candle power at all points in the room, which lighting shall remain on when the door is closed;
- (e) contain a massage table that is made of metal, is not less than 1 metre in height and is supplied with a single use, disposable coverings; and
- (f) not contain any mattress, futon, bed, couch, chair or other item of furniture that could reasonably be used as a bed.

7.6.5 The **Applicant** for a **Body Rub, Body Painting** or **Modelling Studio Business Licence** shall provide a copy of **Picture Identification** and a copy of a criminal records search completed by the **Police** for:

- (a) the proprietor, in the case of a sole proprietorship;
- (b) each partner with an ownership interest, in the case of a partnership;
- (c) each director and officer of the corporation, in the case of a corporate owner; and
- (d) each employee or independent contractor who will be providing massage or **Body Rub, Body Painting** or **Modelling** services as part of the **Business** to the **Licence Inspector**, each such search to have been completed within thirty (30) days of the application date and confirming that the sole proprietor, partner, directors and officer, and employees or

independent contractor, as applicable, has not been convicted of any offence related to the keeping of a common bawdy house, prostitution, drug possession or dealing, pornography or violent crimes against any person.

- 7.6.6 In the case of a partnership or corporate owner, the **Applicant** shall provide to the **Licence Inspector** the name of the partner or the name of the director or officer who will provide day to day management of the **Body Rub Studio, Body Paint Studio or Modelling Studio**.
- 7.6.7 Every **Body Rub Studio, Body Paint Studio or Modelling Studio** shall meet the following terms and conditions while in operation in the **District** under a validly issued **Business Licence**:
- (a) the requirements set out in section 7.6.3 (hours of operations) shall be met;
 - (b) the requirements of section 7.6.4 shall be met during all hours when the **Business** is open for **Business**;
 - (c) the owner or the individual identified in section 7.6.5 shall provide day to day management of the **Business**;
 - (d) the owner or the individual identified in section 7.6.5 shall be responsible for ensuring that a written record is kept of the full name, address and telephone number of every person to whom the **Business** provides services, together with the date, time, nature and cost of every service performed for each person and the method of payment and shall make such written records immediately available for inspection to the **Licence Inspector** or his delegate any time upon request;
 - (e) prior to permitting any employee or independent contractor to provide a service at the **Business**, comply with the provision of sections 7.6.3 (a) and 7.6.5 (d) with respect to that employee or independent contractor; and
 - (f) all persons hired to provide any service(s) or the person providing day to day management are required upon request, by any Officer, to produce **Picture Identification**.
- 7.6.8 A failure to comply with any or all of the foregoing terms and conditions shall be a sufficient basis for the **Licence Inspector** to suspend, revoke or refuse to issue any further **Business Licence** to the **Body Rub Studio, Body Paint Studio or Modelling Studio**.

7.7 Casinos

7.7.1 No owner or operator of a **Casino** shall:

- (a) employ any person at the **Premises** who is less than nineteen (19) years of age; or
- (b) permit any person to be at the **Premises** at any time who is less than nineteen (19) years of age.

7.8 Commercial Parking Lots

7.8.1 It shall be a condition of the granting of a **Licence** to any person to carry on the **Business** of a **Commercial Parking Lot** that one sign shall be posted at each entrance to the parking lot and one sign at each exit of the parking lot, stating in wording clearly legible by day or night, the circumstances under which a **Vehicle** may be removed from the **Premises** and the address of the place at which it may be reclaimed.

7.8.2 Except as set out in section 7.8.1, no person shall cause any **Vehicle** to be removed from a **Commercial Parking Lot** without the authority of the owner of the **Vehicle**.

7.8.3 An owner or operator of a **Commercial Parking Lot**, or a duly authorized agent of such owner or operator, may cause a **Vehicle** to be removed from a **Commercial Parking Lot** if:

- (a) the owner or operator of that **Vehicle** has not purchased a valid parking ticket or the parking ticket for that **Vehicle** has expired or there is no contract or permission to park that **Vehicle** at that **Commercial Parking Lot**;
- (b) the **Vehicle** constitutes a hazard or an obstruction to the free and normal use of the **Commercial Parking Lot**;
- (c) the **Vehicle** is parked in a reserved parking spot and does not bear a valid and subsisting permit to be in a reserved parking spot; or
- (d) the **Vehicle** is parked in a space designated, by way of the international symbol for the disabled, for disabled persons parking only and the **Vehicle** does not bear a valid and subsisting disabled persons parking placard.

7.9 Dog Daycare

7.9.1 Parcel requirements and restrictions are subject to conformance with the *Maple Ridge Zoning Bylaw* as amended from time to time.

- 7.9.2 A Dog Daycare facility shall be located on a parcel which is zoned as regulated by the *Maple Ridge Zoning Bylaw* as amended from time to time.
- 7.9.3 A Dog Daycare facility shall comply with the requirements of the *Maple Ridge Kennel Regulation Bylaw*, the *Maple Ridge Zoning Bylaw*, the *Maple Ridge Dog Pound and Dog Control Bylaw* and the *Building Bylaw* as amended from time to time.
- 7.9.4 **Operator Obligations – Hours of Operation, Maximum Number of Animals and Noise Control**
- (a) The operator of a **Dog Daycare** facility:
- (i) shall not care for more than twenty (20) **Dogs** at any time;
 - (ii) may only operate between the hours of 7:00 am and 7:00 pm, Monday to Saturday inclusive; and
 - (iii) shall not discharge or emit odorous, noxious or toxic matter or vapours, heat, glare, noise or radiation, or recurrently generated ground vibrations.
- 7.10 **Exotic Performer**
- 7.10.1 No owner or operator of a **Business** shall employ or engage an **Exotic Performer** or permit an **Exotic Performer** to engage in **Business** at the **Premises** unless:
- (a) there is no physical contact between the **Exotic Performer** and any **person** who is not an **Exotic Performer**;
 - (b) the **Exotic Performer** remains in or on a stage area separated from the general seating area; and
 - (c) the **Exotic Performer** and all persons viewing the **Exotic Performer** are nineteen (19) years of age or older.
- 7.11 **Farm Produce Retail**
- 7.11.1 No owner or operator of a farm **Business** shall carry on a **Retail Business** on land that is zoned for agricultural use under the *Maple Ridge Zoning Bylaw* as amended from time to time, unless fifty percent (50%) of the goods offered for sale are produced on the land at which the **Retail Business** is located.

7.11.2 Every accessory produce sales building or structure is limited to one per lot and shall not exceed eleven square metres (11 m²) pursuant to the *Maple Ridge Zoning Bylaw* as amended from time to time.

7.11.3 Every roadside stand **Applicant** shall satisfy the **Licence Inspector** that:

- (a) the **Applicant** operates a farm in the **District**; and
- (b) the roadside stand:
 - (i) shall not create a traffic hazard; and
 - (ii) has been granted any required arterial highway access approval, in writing, from the Province of British Columbia.

7.11.4 The **Licence Inspector** shall not issue more than one roadside stand **Licence** for any one legal parcel which is a farm.

7.12 Farmers' Market

7.12.1 Every **Farmers' Market** applicant shall:

- (a) provide evidence of permission by the owner to use the land for the purpose of a **Farmers' Market** if the operation is on land other than land owned by the **Applicant**;
- (b) permit only the display and sale of any of the following:
 - (i) fruit, vegetables, nuts, honey, syrups, dairy products, eggs, poultry, meat, flowers, herbs, and any products derived there from, that are produced in the Province of British Columbia and prepared for market in accordance with applicable laws;
 - (ii) artwork or handcrafted items that are designed, created, produced and assembled in the Province of British Columbia; and
 - (iii) baked or handmade foods produced in British Columbia;
- (c) provide evidence that all vendors intending to sell food products have been granted a health permit for that purpose before allowing the sale of any goods mentioned in paragraph (b); and

- (d) satisfy the Licence Inspector that the **Farmers' Market** shall not create a traffic hazard or result in obstruction or other nuisance on municipal streets, sidewalks, or access routes.

7.12.2 Despite subsection 6.1.1 of this Bylaw, a vendor who is permitted by a person holding a current and valid **Licence** for a **Farmers' Market** to display or sell goods at that **Farmers' Market** is not required to obtain a separate licence for that purpose.

7.12.3 Despite subsection 6.5.1 of this Bylaw, a **Licence** for a **Farmers' Market**:

- (a) permits the sale of goods at the **Farmers' Market** to be carried on for only one day per week;
- (b) will only be issued once during any calendar year; and
- (c) unless suspended, cancelled or revoked, is valid for the months between April 1 and October 31 of that year.

7.12.4 A person holding a **Licence** for a **Farmers' Market** must:

- (a) ensure that health permits are displayed at any space where food products are sold;
- (b) comply, and ensure compliance among vendors, with any conditions, restrictions or requirements of the **Medical Health Officer**, the Fire Chief or a deputy acting in the place of either; and
- (c) ensure that the market area is operated and maintained in a safe, orderly, clean and sanitary condition, and that the area is left in such condition after the market closes each day.

7.13 Insurance

7.13.1 No **Licence** shall be granted for the operation of a spectator or sports function, or any public entertainment, including, without limitation, any exhibition, zoo, circus, carnival, rodeo, demolition derbies, automobile or motorcycle races, car rallies, go-cart races, horse races, public animal rides, or other similar function, or the operation of a ferris wheel, merry-go-round or other similar device until the applicant has deposited proof in a form and amount satisfactory to the **District** that the **Applicant** has comprehensive general liability insurance, which includes a cross-liability clause and specifies the **District** as an additional insured. The **Applicant** shall supply to the **District** a copy of the current certification from

the Elevating Devices Branch showing all carnival rides have been inspected and are approved for use.

7.14 Internet Access

7.14.1 Any person carrying on a **Business** that offers internet access to the public, including but not limited to a **Cyber Center**, shall:

- (a) comply with all applicable Provincial and Federal enactments; and
- (b) to the extent not in conflict with such legislation, ensure that no person at the **Premises** under the age of eighteen (18) is permitted to access or view websites or web pages that depict a **Sexual Act, Sadomasochistic Behaviour** or **Nudity**.

7.15 Licensed Premises and U-Brews

7.15.1 A **Business** owner shall post signs warning of **Prenatal Alcohol Exposure** which shall be located in the following **Premises** and in the following locations:

- (a) For any **Licensed Premises** which are permitted to sell alcoholic beverages for off-premises consumption, there shall be at least one sign, located so it is clearly visible from all locations where the sale or dispensing of the alcoholic beverage takes place;
- (b) For any **Licensed Premises** which permits the consumption of alcoholic beverages on the **Premise**, there shall be one sign conspicuously displayed in both the male and female washrooms located within the **Premise**, and at least one sign located so it is clearly visible from all locations where the sale or dispensing of the alcoholic beverage takes place;
- (c) For any **U-brew Premises**, there shall be at least one sign, located so it is clearly visible from all locations where the sale of the supplies, prepackaged ingredients or equipment takes place;
- (d) For any **Licensed Premises**, there shall be a **Prenatal Alcohol Exposure** warning placed on all menus; and
- (e) For sign specifications see Schedule "B" which is attached to and forms a part of this Bylaw.

7.16 Mobile Cart

- 7.16.1 No **Mobile Cart** vendor shall carry on **Business** directly outside any **Premises** at which is located a **Business** that offer the same items for sale as those offered by the **Mobile Cart** Vendor.
- 7.16.2 Every **Mobile Cart** vendor shall obtain the Municipal Engineer's approval.
- 7.16.3 Every **Mobile Cart** vendor shall engage in **Business** using a **Mobile Cart** that:
- (a) does not exceed four square metres (4 m²) in area;
 - (b) is capable of moving on its own wheels without alteration or preparation, although it may be towed by a **Vehicle**; and
 - (c) is located on private property so that it does not interfere with or block any **Highway**.
- 7.16.4 Every person carrying on the **Business** of a **Mobile Cart** vendor shall:
- (a) Provide a garbage container immediately next to the food **Cart** and shall pick up all garbage and debris which results from the **Mobile Cart** vendor's **Business** and which is located within twenty-five (25) metres of the of the food **Cart**;
 - (b) Obtain written approval from the provincial agency responsible for health and the safe handling of food products;
 - (c) Provide to the **Licence Inspector** upon request, written permission from the owner of the private property on which the food **Cart** is located, which permission indicates that the owner, operator and employees of the **Mobile Cart** vendor **Business** may access the washroom facilities located on that private property; and
 - (d) Shall not operate on a property designated Park land unless written approval from the Manger of Parks and Facilities has been obtained.

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7.17 **Mobile Food Vendors**

7.17.1 No **Mobile Food Vendor** shall carry on **Business** directly outside any Premises at which a **Business** is located that offers the same items for sale as those offered by the **Mobile Food Vendor**.

7.17.2 Every **Mobile Food Vendor** must be located on private property unless:

- (a) obtaining a Highway Use Permit and/or
- (b) obtaining written approval from the Director (or designate) of Parks and Leisure Services to operate on designated Park land.

7.17.3 Every person carrying on the **Business** of a **Mobile Food Vendor** shall:

- (a) provide garbage and recycling containers immediately next to the **Mobile Food Vendor** and shall pick up all garbage and debris which results from the **Mobile Food Vendor's Business** and which is located within twenty-five (25) metres of the food vehicle;
- (b) obtain written approval from the provincial agency responsible for health and the safe handling of food products; and
- (c) provide to the **Licence Inspector**, upon request, written permission from the owner of the private property on which the **Mobile Food Vendor** is located, which permission indicates that the owner, operator and employees of the **Mobile Food Vendor** business may access the washroom facilities located on that private property.

7.18 Mobile Ice Cream Vendors

- 7.18.1 No **Mobile Ice Cream Vendor** shall carry on **Business** in contravention of the *Motor Vehicle Act*, the *Highway Scenic Improvement Act*, or any other Municipal Bylaw or Provincial enactment with respect to traffic and the use of **Highways** in the **District**.
- 7.18.2 Every **Mobile Ice Cream Vendor** shall:
- (a) obtain written approval from the provincial agency responsible for health and the safe handling of food products;
 - (b) obtain the Municipal Engineer's approval;
 - (c) provide a garbage container immediately next to the **Vehicle** and shall pickup all garbage and debris which results from the **Mobile Ice Cream Vendor's Business** and which is located within twenty-five (25) metres of the **Vehicle** or **Mobile Cart**;
 - (d) not operate before 8:00 am or after 9:00 pm;
 - (e) not sell from a fixed location in excess of twenty (20) minutes;
 - (f) not return to the same location or hundred block within one (1) hour; and
 - (g) not operate on a property designated Park land unless written approval from the Manager of Parks and Facilities has been obtained.
- 7.18.3 The amplified sound from a **Mobile Ice Cream Vendor's Vehicle** shall:
- (a) not be played at a higher level than sixty (60) dBA measured at a distance of fifty (50) feet from the **Vehicle**; and
 - (b) be shut off when the **Vehicle** is not in motion.
- 7.18.4 A **Mobile Ice Cream Vendor** shall only stop its **Vehicle** in the course of **Business** while actively engaged in making a sale and shall move to another location after all customers have been served.

7.18.5 No member of the general public shall be permitted inside a **Mobile Ice Cream Vendor's Vehicle**.

7.19 Non-Profit Agencies/Organizations

7.19.1 Every **Non-Profit Society** shall hold a valid and subsisting **Licence** as per Schedule "A". There is no fee for such **Licence**.

7.20 Peddlers/Canvassers

7.20.1 Every **Peddler/Canvasser** while carrying on such **Business** shall:

- (a) carry a valid and subsisting **Licence**;
- (b) upon request, produce the **Licence** to the **Licence Inspector, Police Officer** or any person to whom goods are offered for sale;
- (c) display a photo identification tag;
- (d) only offer anything for sale while going from place to place or from house to house between the hours of 9:00 am and 6:00 pm; and
- (e) not enter onto a **Premise** where signage exists that states "No Soliciting".

7.21 Post Box Rental Agency

7.21.2 Every owner or operator of a **Post Box Rental Agency** shall:

- (a) maintain a complete and accurate written record of the name and address of every person who rents, leases, owns or has possession of a **Post Box** on the **Premises** or who receives the pickup or delivery service;
- (b) obtain from every person referred to in paragraph (a) a statement of whether or not that person intends to use the **Post Box** for **Business** and include that statement as part of the written record referred to in paragraph (a);
- (c) where the person referred to in paragraph (a) is a corporation, firm or **Business** proprietorship, maintain, as part of the record and in addition to the information referred to in paragraph (a), an accurate written record of the name and address of at least one natural person authorized to represent that corporation, firm or **Business** proprietorship;

- (d) maintain the record for each **Post Box** at the **Premises** where the **Post Box** is located; and
- (e) make each customer record available for inspection upon request by the **Licence Inspector**.

7.22 **Second Hand Dealer**

- 7.22.1 An **Application** for a **Licence** for a **Second Hand Dealer Business** shall be made jointly by all the persons who will be actively engaged in the management and control of the **Business**.
- 7.22.2 If, in the course of any **Licence** period, additional persons are added to those sharing the management and control of the **Second Hand Dealer Business**, their names shall be immediately given to the **Licence Inspector**.
- 7.22.3 Failure to disclose to the **District** any of the information required in this Bylaw shall be grounds for immediate cancellation of the **Licence** and forfeiture of the **Licence** fee paid for the **Licence**.
- 7.22.4 The **Licence Inspector** shall not issue any **Licence** or approve any change to a **Licence** until the Police Department has reviewed and reported on the Application and provided a copy of that report to the **Licence Inspector** for his consideration.
- 7.22.5 Any **Premises** in respect of which a **Licence** has been issued for a **Second Hand Dealer Business** shall be subject to inspection at any reasonable time by the Chief Constable or **Licence Inspector**.
- 7.22.6 Every **Second Hand Dealer** shall:
 - (a) maintain a **Second Hand Dealer's Report**;
 - (b) at the time of buying or receiving each **Second Hand Article**, write (in ink, in legible printing) or type into an approved electronic registry, in the English language, the following particulars in the **Second Hand Dealer's Report**:
 - (i) the precise date and time at which each **Second Hand Article** is bought;
 - (ii) an account and description of each **Second Hand Article** bought by the **Second Hand Dealer**, including a notation of all distinctive marks and names on each **Second Hand Article**;

- (iii) the amount paid or consideration provided for each **Second Hand Article** or the details of other arrangements made for consideration;
 - (iv) the name, address, place of residence and description of the person from whom the **Second Hand Article** is bought, such information to be supported by **Picture Identification**; and
 - (v) the make, description and provincial licence plate number of any motor **Vehicle** used for delivery to the **Second Hand Dealer** of any **Second Hand Articles**;
 - (c) deliver to the **Police Department** every Monday before 10:00 am completed copies of every **Second Hand Dealer's Report** for the preceding seven (7) days, which reports must bear an original signature of the **Licensee**. If Monday is a statutory holiday, copies of the preceding seven (7) days **Second Hand Dealer's Reports** shall be delivered to the **Police Department** the next business day after the Monday; and
 - (d) produce, upon request, at all reasonable times during **Business** hours, the **Second Hand Dealer's Report** for inspection by a **Police Officer** or by the **Licence Inspector** and, upon request, give over the **Second Hand Dealer's Report** to such person for inspection elsewhere, or for use as evidence in Court or other proceedings.
- 7.22.7 No **Second Hand Dealer** shall permit any entry made in the **Second Hand Dealer's Report** to be erased, obliterated or defaced, nor shall the **Second Hand Dealer** permit such report or any part thereof to be cut or removed from the **Premises**, except upon request by a **Police Officer** when delivered to the **Police Department**.
- 7.22.8 No **Second Hand Dealer** shall:
- (a) alter, repair, dispose of, or in any way part with a **Second Hand Article** (excluding **Junk**) bought by the **Second Hand Dealer**; or
 - (b) allow a **Second Hand Article** (excluding **Junk**) to be removed from the **Premises** until after the expiration of thirty (30) days from the time the **Second Hand Article** was bought by the **Second Hand Dealer**.
- 7.22.9 During the thirty (30) day period set out in section 7.22.8 (b), each **Second Hand Article** shall be:

- (a) clearly and physically segregated and kept apart from all other articles on the **Second Hand Dealer's Premises**; and
 - (b) subject to inspection during **Business** hours by the **Licence Inspector**.
- 7.22.10 Notwithstanding sections 7.22.8 and 7.22.9, a **Second Hand Dealer** may:
- (a) dispose of a **Second Hand Article** after thirty (30) days from the time the **Second Hand Article** was bought, if the **Second Hand Dealer** has recorded the **Second Hand Article** in an approved electronic registry; or
 - (b) seek special authorization from the Chief Constable to dispose of a **Second Hand Article** before the expiry of thirty (30) days from the time the **Second Hand Article** was bought by providing the Chief Constable with a written request for such authorization.
- 7.22.11 Every **Second Hand Dealer** shall, at the request of a **Police Officer**, present for viewing by the **Police Officer**, **Second Hand Articles** in the **Second Hand Dealer's** possession.
- 7.22.12 No **Second Hand Dealer** shall buy any **Second Hand Article** whose serial number or other identifiable marking has been wholly or partially tampered with or removed.
- 7.22.13 No **Second Hand Dealer** shall buy any **Second Hand Article** from any person if that person:
- (a) does not present **Picture Identification**;
 - (b) sells goods for a person who is not in possession of **Picture Identification** and this is known to the **Second Hand Dealer**;
 - (c) is or appears to be under the influence of liquor or drugs; or
 - (d) is under the age of eighteen (18) years.
- 7.22.14 No **Second Hand Dealer** shall buy or take in **Pawn** any **Second Hand Article** from any person between the hours of 6:00 pm and 6:00 am.
- 7.22.15 Every **Second Hand Dealer** shall display and maintain the **Second Hand Dealer's** name and address plainly and visibly in English lettering on the front of the **Second Hand Dealer's Premises** and on both sides of any **Vehicle** used in carrying on the **Second Hand Dealer's Business**.

7.23 Social Escorts

- 7.23.1 Every owner and operator of a **Business** that offers or provides the services of one or more **Social Escort** shall:
- (a) within twenty-four (24) hours of hiring a person employed or to be employed in the **Business** as a **Social Escort**, provide the **Licence Inspector** with that person's name, age, address and description; and
 - (b) not offer the services or name of any **Social Escort**, or introduce customers or potential customers to any **Social Escort**, unless that **Social Escort** is nineteen (19) years of age or older.
- 7.23.2 Every person operating or applying for a **Licence** to operate a **Social Escort Service** shall, at the time of applying for a **Licence** for such operation:
- (a) provide a list showing the name, age, birth date, address and a copy of **Picture Identification** of every person proposed to be employed or engaged in the said **Business**, together with such additional information as the **Licence Inspector** or Chief of Police may require; and thereafter:
 - (i) notify the **Licence Inspector** within twenty-four (24) hours of any changes in the personnel employed or engaged in the said **Business**, and the provisions of paragraph (7.23.2 (a)) above shall apply to any new persons proposed to be engaged or employed by the said **Social Escort Service**, and
 - (ii) maintain to the satisfaction of the **Licence Inspector** and Chief of Police a written record of every request to provide or furnish a **Social Escort**, giving the name and address of the person requesting the service together with the name of the **Social Escort** recommended and the function or functions to be attended.
- 7.23.3 It shall be unlawful for any person carrying on a **Business** of operating a **Social Escort Service** to employ or engage any person in the said **Business** without first having obtained the approval of the **Licence Inspector** or Chief of Police to the employment or engagement of any such person.
- 7.23.4 Any **Licence Inspector** or any **Police Officer** whose duties include the administration and enforcement of this Bylaw is hereby authorized

to enter the **Premises** of a **Social Escort Service** at any time to ascertain whether the regulations contained in this section are being, or have been, complied with and it shall be unlawful for any person to prevent or obstruct any such **Licence Inspector** or **Police Officer** from the carrying out of any of this duties with respect to the administration and enforcement of this Bylaw.

7.24 **Solicitor for Charity/Fundraising**

7.24.1 Except as authorized by **Council**, no person shall, anywhere in the **District**:

- (a) solicit for donations of money or other material assistance; or
- (b) sell or display for the purposes of selling any article or thing;
- (c) solicit for donations of money or other material assistance, sell or display for the purposes of selling any article or thing between the hours of 6:00 pm and 9:00 am daily; and
- (d) solicit where signage exists stating “No Solicitors”

7.25 **Temporary Commercial Vendor**

7.25.1 Every person carrying on the **Business** of a **Temporary Commercial Vendor** shall provide to the **Licence Inspector**, upon request, written permission from the owner of the commercially zoned property on which the **Temporary Commercial Vendor’s** temporary structure or **Vehicle** is located, which permission indicates that the owner, operator and employees of the **Temporary Commercial Vendor Business** may access the washroom facilities located on that property.

7.26 **Tobacco Sales**

7.26.1 No person carrying on the **Business** of **Tobacco** sales shall:

- (a) sell **Tobacco** or **Tobacco Products** unless the **Business** is licensed by the Province to sell such products;
- (b) permit **Tobacco** or **Tobacco Products** to be displayed in the **Retail Business Premises** so that the **Tobacco** or **Tobacco Products** are visible to the public if young persons are permitted access to those **Premises**; and
- (c) sell any **Tobacco** or **Tobacco Products** to anyone under the age of nineteen (19) years old.

7.27 Shark Fin Products

7.27.1 No person or Business entity shall:

- (a) possess, trade, sell or distribute by any means, shark fins or their derivative products with the exception of possession for educational bona fide research purposes.

Part 8 Offence and Penalty

8.1 Every person who:

- (a) owns, operates, carries on or suffers or permits a person to carry on a **Business** for which a **Licence** is required pursuant to this Bylaw without holding a current **Licence** for that Business;
- (b) fails to display a current **Licence** as required pursuant to this Bylaw;
- (c) fails to provide any information or documentation as required pursuant to this Bylaw;
- (d) carries on, remains open, or suffers or permits a person to carry on or remain open for **Business** after receiving notice that a **Licence** has been suspended or cancelled or after the **Licence** has expired;
- (e) fails to comply with or suffers or permits a person to fail to comply with the terms and conditions of a **Licence** issued to that person under this Bylaw;
- (f) violates any of the provisions of this Bylaw;
- (g) suffers or permits any act or thing to be done in contravention or violation of any of the provisions of the Bylaw; or
- (h) neglects to, refrains from or suffers or permits a person from doing anything required to be done by this Bylaw;

shall be deemed to have committed an offence under this Bylaw and shall be liable to the penalties hereby imposed.

8.2 Every person who violates a provision of this bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this bylaw, or who neglects to or refrains from doing anything required to be done by a provision of this bylaw, is guilty of an offence and is liable to the penalties

imposed under this bylaw, and is guilty of a separate offence each day that a violation continues to exist.

- 8.3 Every person who commits an offence is liable on summary conviction to a fine or to imprisonment, or to both a fine and imprisonment, not exceeding the maximum allowed by the *Offence Act*.
- 8.4 Each day that a violation continues is a separate offence against this Bylaw.

READ A FIRST TIME on the 23rd day of October, 2012.

READ A SECOND TIME on the 23rd day of October, 2012.

READ A THIRD TIME on the 23rd day of October, 2012.

RECONSIDERED AND FINALLY ADOPTED the 13th day of November, 2012.

PRESIDING MEMBER

CORPORATE OFFICER

Schedules

Schedule A – Licence Fees

Schedule B – Specifications for Warning Signs

Schedule C – Second Hand Dealer’s Report

Schedule A – Licence Fees

Licence fee each calendar year unless classification of Business otherwise stated

- | | |
|--|---|
| 1. ADULT ENTERTAINMENT | |
| Category | Licence Fee |
| a. Adult Entertainment Store
(based on the floor area used for advertising display or sale purposes, up to and including 250 square metres) | \$500.00 |
| For each square metre above 250 square metres | \$0.44 per square metre |
| b. Body Rub Studio | \$3,000.00 |
| c. Social Escort Service | \$3,000.00 |
| 2. AGRICULTURAL (called Farm Retail in Bylaw) | |
| Category | Licence Fee |
| a. Animal Production | \$110.00 for all categories |
| b. Crop Farming | |
| c. Floriculture | |
| d. Greenhouse | |
| e. Nursery | |
| f. Tree Production | |
| g. Tourism | |
| 3. ANIMAL SERVICES | |
| Category | Licence Fee |
| a. Dog Daycare | \$110.00 for all categories |
| b. Dog/Animal Trainer | |
| c. Dog Walker | |
| d. Groomer | |
| e. Horse Boarding (6 or more) | |
| f. Kennel Commercial – boarding | |
| g. Unclassified Animal Service | |
| 4. ARTS, ENTERTAINMENT & ASSEMBLY CENTRE | |
| Category | Licence Fee |
| a. Assembly Hall | \$110.00 |
| b. Arcade/Pinball/Cyber Centre | \$205.00 |
| c. Bingo | \$300.00 |
| d. Casino | \$3000.00 plus \$41 per machine or game of chance |
| e. Children’s Play Centre | \$110.00 |
| f. Cinema | \$110.00 per screen |
| g. Dance studio | \$110.00 |
| h. Gymnastics Centre | \$110.00 |
| i. Outdoor Recreation | \$110.00 |
| j. Theatre (Performing Arts) | \$110.00 per stage |
| k. Unclassified Arts/Entertainment/Assembly Centre | \$110.00 |

5. ARTS & ENTERTAINMENT RETAIL

Category	Licence Fee
a. Art Dealer	
b. Craft/Art Supplies	
c. Dance Supplies	
d. Hobby	
e. Music (Instruments, Sheets)	
f. Recordings (CD/DVD)	
g. Unclassified Arts & Entertainment Retail	
h. Video	

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre

6. ARTS & ENTERTAINMENT SERVICES

Category	Licence Fee
a. Entertainer/Performer/Producer	\$110.00 for all categories
b. Event/Party Planning	
c. Mobile Music	
d. Recording Studio	
e. Speaker/Facilitator	
f. Talent Agency	
g. Unclassified Arts & Entertainment Services	

7. AUTOMOTIVE

Category	Licence Fee
a. All other Automotive Service	\$110.00
b. Auto Detailing/Upholstery	\$110.00
c. Auto Paint & Body	\$110.00
d. Auto Rental	\$110.00
e. Auto/Boats/RV/Motorcycle Repair & Service	\$110.00
f. Auto Towing & Transport with storage facilities	\$320.00
g. Auto Towing & Transport without storage facilities	\$160.00
h. Car Wash	\$110.00
i. Oil – Fuel & Heating	\$110.00
j. Tires Repair	\$110.00
Category	Licence Fee
k. Auto Wrecking	\$500.00
l. Gas Station	\$110.00
m. Gas Station/Convenience	\$160.00
n. Gas Station/Car Wash	\$160.00
o. Gas Station/Convenience/Car Wash	\$200.00

Category	Licence Fee
p. Auto Dealer New & Used	
q. Auto Dealer New	
r. Auto Dealer Used	
s. Auto Parts & Supplies	
t. Boats & RV Dealer	
u. Motorcycle Dealer	
v. Tires Dealer	
w. Unclassified Auto Retail	
For categories p. to w., based on the floor area used for advertising display or sale purposes	
For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre
8. BUSINESS & OFFICE RETAIL	
Category	Licence Fee
a. Computers/Business Machines	
b. Office Furniture	
c. Office Furniture & Stationary	
d. Stationary	
For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.	
For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre
9. BUSINESS SERVICES	
Category	Licence Fee
a. Advertising/Marketing/Public Relations	\$110.00 for all categories
b. Answering Service	
c. Consulting Service	
d. Employment Counselling/Agency	
e. Office Administration Service	
f. Office/Business Service	
g. Office Equipment Repair	
h. Secretarial Service	
i. Temp Agency	
j. Writing Service	
10. CALL CENTRE	
Category	Licence Fee
a. Call Centre	
Based on the floor area used for Business purposes (excluding storage space)	

For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre

11. CLOTHING & ACCESSORY RETAIL**Category****Licence Fee**

- a. Children's Clothing
- b. Family/Unisex Clothing
- c. Luggage & Leather
- d. Men's Clothing
- e. Unclassified Personal Retail
- f. Women's Clothing

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre

12. CLOTHING & LAUNDRY SERVICE**Category****Licence Fee**

- a. Boot/Shoe Repair \$110.00
- b. Dressmaker/Tailor/Alterations \$110.00
- c. Dry Cleaning \$110.00
- d. Laundromat \$14.00 per machine, minimum \$110.00
- e. Unclassified Clothing Service \$110.00
- f. Unclassified Laundry Service \$110.00

13. COMMUNITY CARE**Category****Licence Fee**

- a. Child Care Licensed under the Community Care Act \$110.00 for all categories
- b. Family Daycare
- c. Group Daycare
- d. In-Home Multi-Age
- e. Preschool

14. COMMUNITY GROUPS**Category****Licence Fee**

- a. Church Organizations \$0.00 for all categories
- b. Civic/Social Organizations
- c. Family & Social Services
- d. Foundations/Charities
- e. Public Service (Federal, Provincial, Municipal)
- f. Unclassified Community Group

15. COMPUTER & TECHNOLOGY SERVICES**Category**

- a. Computer & Electronic Repair
- b. Computer Consultant
- c. Data Processing
- d. Desk Top Publishing
- e. Software Development
- f. Telecommunications
- g. Unclassified Computer Services
- h. Web Design

Licence Fee

\$110.00 for all categories

16. CONTRACTORS**Category**

- a. Awnings/Decks/Solariums/Railings
- b. Building (General Contractor)
- c. Crane Service
- d. Concrete – Pour/Finish/Form/Reinforce
- e. Damp Proofing
- f. Demolition
- g. Drywall
- h. Electrical
- i. Fencing
- j. Finish Carpentry
- k. Flooring – Carpet, Resilient
- l. Framing/Forms
- m. Gas
- n. Home Inspector
- o. Insulation
- op Irrigation
- q. Masonry
- r. Mechanical
- s. Painter/Wallpaper
- t. Plumbing
- u. Plumbing & Gas
- v. Pool/Hot Tub
- w. Renovations/Restorations/Home Improvement
- x. Roofing
- y. Siding/Gutters
- z. Sign
- aa Site Preparation
- bb Sheet Metal
- cc Sprinkler
- dd Stucco
- ee Tile
- ff Unclassified Contractors
- gg Underground Services
- hh Welding

Licence Fee

\$110.00 for all categories

- 17. DESIGN SERVICES**
- Category** **Licence Fee**
- a. Graphic \$110.00 for all categories
 - b. Interior
 - c. Landscape
 - d. Unclassified Design Services
- 18. DIRECT SALES**
- Category** **Licence Fee**
- a. Direct Sales/Peddler/Canvasser \$110.00
 - b. e-Commerce \$110.00
 - c. Mail Order Agency \$300.00
- 19. EDUCATION & INSTRUCTION**
- Category** **Licence Fee**
- a. Business School \$110.00 for all categories
 - b. Community College
 - c. Driving School
 - d. Fine Arts/Dance/Music
 - e. General Interest/Hobby
 - f. Private School – Academic
 - g. Public School
 - h. Support Service (Tutor)
 - i. Trades/Tech School
 - j. Unclassified Education & Instruction
- 20. ENGINEERING, SCIENCE & TECHNOLOGY**
- Category** **Licence Fee**
- a. Surveying & Mapping \$110.00 for all categories
 - b. Testing Laboratory
 - c. Unclassified Engineering/Science
- 21. ENVIRONMENTAL & ECOLOGICAL**
- Category** **Licence Fee**
- a. Conservation/Ecological Organization \$110.00 for all categories
 - b. Environmental Consultant
 - c. Environmental/Ecological Products & Services
 - d. Planning Consultant
 - e. Site remediation/Clean-Up
- 22. FINANCIAL AND INSTITUTIONAL SERVICES**
- Category** **Licence Fee**
- a. Accountant \$110.00 per Accountant
 - b. ATM/Kiosk \$40.00 per machine
For Businesses who have a separate Business Licence on the same Premises under this Bylaw

For Businesses without a separate Business Licence
on the same Premises under this Bylaw \$110.00 per machine

Category	Licence Fee
c. Bank/Credit Union	\$700.00
d. Bookkeeping	\$110.00
e. Currency Exchange/Cheque Cashing Centre	\$700.00
f. Finance Company	\$110.00
g. Financial Planner Consultant	\$110.00
h. Insurance Agent/Broker	\$110.00
i. Insurance/Claims Adjuster	\$110.00
j. Loans & Mortgages	\$110.00
k. Payday Loans	\$700.00
l. Stock/Bond Broker	\$110.00
m. Tax Preparation	\$110.00

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23. FOOD & BEVERAGE RETAIL

Category	Licence Fee
a. Bakery	
b. Beer and Wine Store	
c. Confectionary	
d. Convenience	
e. Deli	
f. Grocery/Supermarket	
g. Liquor Retail Store	
h. Meat	
i. Produce	
j. Specialty Food	
k. U-Brew	
l. Unclassified Food & Beverage Retail	

For all categories listed, the fee is based on the floor area
used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre

24. FOOD & BEVERAGE SERVICES

Category	Licence Fee
a. Caterer	\$110.00
b. Food/Beverage Delivery Service	\$110.00
c. Liquor Primary Licence Establishment	
For the first 200 occupants	\$1200.00
For each additional occupant	\$2.00
d. Liquor Primary Licence Establishment with Restaurant/ Food Primary Licence Establishment Attached	
For the first 200 occupants	\$1200.00
For each additional occupant	\$2.00

e. Mobile Food Vendor	\$110.00
f. Mobile Ice Cream Vendor	\$110.00
g. Restaurant/Café	
For the first 35 chairs	\$110.00
For each additional chair	\$1.20

25. HEALTH RETAIL**Category****Licence Fee**

- a. Health Food/Product
- b. Optical
- c. Pharmacy
- d. Unclassified Health Retail
- e. Vitamin & Supplement

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less \$110.00

For each square metre above 250 square metres \$0.44 per square meter

26. HEALTH SERVICES**Category****Licence Fee**

- a. Acupressure
- b. Counselling
- c. Dental Laboratory
- d. Hearing Centre
- e. Herbalist
- f. Medical/Diagnostic Laboratory
- h. Speech Therapist
- i. Unclassified Health Services

\$110.00 for all categories

27. HOMECRAFT**Category****Licence Fee**

- a. Artist
- b. Ceramic & Pottery
- c. Floral
- d. Gift Baskets
- e. Handcraft
- f. Unclassified Homecraft

\$110.00 for all categories

28. HOME & PROPERTY RETAIL**Category****Licence Fee**

- a. Appliances, TV, Electronics
- b. Department Store
- c. Draperies/Blinds/Upholstery
- d. Flooring
- e. Framing/Pictures
- f. Furniture

- g. Garden Supply/Centre
- h. Glass – Auto/Commercial/Home
- i. Home Décor & Household Accessories
- j. Home Improvement Centre
- k. Lighting
- l. Lumberyard
- m. Paint & Wallpaper
- n. Pool & Spa Supplies
- o. Unclassified Home & Property Retail

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less	\$110.00
For each square metre above 250 square metres	\$0.44 per square metre

29. HOME & INDUSTRY SERVICES

Category

Licence Fee

- | | |
|--|-----------------------------|
| a. Appliance Repair | \$110.00 for all categories |
| b. Carpet/Upholstery/Blind Cleaning | |
| c. Drain Cleaning | |
| d. Drapery/Blind Cleaning | |
| e. Electronic Repair | |
| f. Furnace/Duct/Chimney Cleaning | |
| g. Furniture/Upholstery Repair | |
| h. Gardener/Lawn Maintenance | |
| i. Garbage/Rubbish/Sanitation Service | |
| j. Handyman | |
| k. Industrial Equip Repair/Maintenance | |
| l. Inspection Service | |
| m. Janitor/Housekeeping | |
| n. Pest Control | |
| o. Pool Maintenance | |
| p. Power Washing/Building Cleaning | |
| q. Tool/Machine Repair | |
| r. Tree Services | |
| s. Unclassified Home/Industry Service | |

30. LEGAL SERVICES

Category

Licence Fee

- | | |
|-------------------------------|----------------------------|
| a. Consultant | \$110.00 |
| b. Notary Public | \$110.00 per Notary Public |
| c. Unclassified Legal Service | \$110.00 |

31. MANUFACTURING

Category

Licence Fee

- a. Animal Food Manufacturing
- b. Blinds – Windows

- c. Boat/Ship Building & Repair
- d. Chemical (soap, paint)
- e. Clothing/Textile
- f. Computer/Electronic
- g. Concrete
- h. Electrical (including Lighting)
- i. Food & Beverage
- j. Foundry/Forging
- k. Glass
- l. Furniture
- m. Health & Beauty
- n. Log Homes
- o. Machinery/Equipment
- p. Metal
- q. Printing
- r. Remanufacturing
- s. Rubber
- t. Sawmill/Shake & Shingle
- u. Sign
- v. Unclassified Manufacturing
- w. Vehicle Parts
- x. Wood Products

For all categories listed, the fee is based on the area used for manufacturing purposes.

For Businesses with a manufacturing area of 750 square metres or less	\$110.00
For Businesses with a manufacturing area between 751 and 2,750 square metres	\$250.00
For Businesses with a manufacturing area between 2,751 and 5,000 square metres	\$400.00
For Businesses with a manufacturing area of 5,001 square metres or greater	\$550.00

32. PERSONAL SERVICES

Category	Licence Fee
a. Beauty Salon/Barber	\$110.00 for all categories
b. Body Painting	
c. Body Piercing	
d. Esthetics/Manicure	
e. Funeral/Crematory/Undertaker	\$110.00 per Undertaker
f. Life Skill Coach	
g. Midwife	\$110.00 per Midwife
h. Nail Salon	

- i. Psychic Services
- j. Reflexology
- k. Reiki
- l. Shiatsu
- m. Tanning Salon
- n. Tattoo Parlour
- o. Weight Loss Service

33. PHOTOGRAPHY & FILM

Category

- a. Aerial Photographer
- b. Commercial Photographer
- c. Film Production
- d. Photo Supplies/Finishing
- e. Portrait Photographer
- f. Videography

Licence Fee

\$110.00 for all categories

34. PROFESSIONAL SERVICES

Category

- a. Acupuncture
- b. Architect
- c. Barrister/Solicitor
- d. Chiropractor
- e. Dentist
- f. Denturist
- g. Engineer
- h. Land Surveyor
- i. Landscape Architect
- j. Naturopath
- k. Optometrist
- l. Physical/Occupational Therapist
- m. Physician
- n. Psychiatrist
- o. Psychologist
- p. Registered Massage Therapist
- q. Veterinarian

Licence Fee

\$110.00 per Acupuncturist

\$110.00 per Architect

\$110.00 per

Barrister/Solicitor

\$110.00 per Chiropractor

\$110.00 per Dentist

\$110.00 per Denturist

\$110.00 per Engineer

\$110.00 per Surveyor

\$110.00 per Architect

\$110.00 per Naturopath

\$110.00 per Optometrist

\$110.00 per Therapist

\$110.00 per Physician

\$110.00 per Psychiatrist

\$110.00 per Psychologist

\$110.00 per RMT

\$110.00 per Veterinarian

35. PUBLISHER

Category

- a. Books
- b. Music
- c. Newspaper
- d. Periodical/Newsletter

Licence Fee

\$110.00 for all categories

36. REAL ESTATE	
Category	Licence Fee
a. Land Development	\$500.00
b. Property Management	\$1100.00
c. Real Estate Agency	\$500.00
d. Real Estate Appraiser	\$110.00
37. RECYCLING & SALVAGE	
Category	Licence Fee
a. Recycling	\$110.00
b. Salvage	\$500.00
c. Scrap Metal Dealer	\$1,200.00
38. RENTAL UNITS	
Category	Licence Fee
a. Dwelling Unit (if renting more than 1 Unit, notwithstanding that the units are located on separate Premises) - \$40.00 per Unit	\$110.00 minimum fee
*Certified Crime Free Multi Housing	75% Reduction
b. Commercial/Industrial \$10.00 per unit	\$110.00 minimum fee
Category	Licence Fee
c. Bed and Breakfast	
d. Hotel	
e. Motel	
f. Room rental / Care home	
For categories c. to f., based on the number of rooms	\$10.00 per room \$110.00 minimum fee
Category	Licence Fee
g. RV Park	
h. Trailer Court	
For categories g. and h., based on the number of RV and trailer spaces.	\$10.00 per space \$110.00 minimum fee
39. RENTAL SERVICE	
Category	Licence Fee
a. Post Box Rental Agency	\$210.00
b. Rental Service, Stores, Yards	\$110.00
40. RESOURCE INDUSTRY	
Category	Licence Fee
a. Fishing	\$110.00 for all categories
b. Forestry/Logging	
c. Mining	

- d. Sand/Gravel
- e. Unclassified Resource Industry

41. RETAIL**Category****Licence Fee**

- a. Fabric
- b. Florist
- c. Gift
- d. Jewellery
- e. Lottery
- f. News/Magazines/Books
- g. Pet Food/Supplies/Feed Dealer
- h. Shoes
- i. Toys & Novelty
- j. Unclassified Miscellaneous Retail

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less \$110.00

For each square metre above 250 square metres \$0.44 per square metre

42. ROAD PAVING & PARKING**Category****Licence Fee**

- a. Commercial Parking Lot
- b. Line Marking
- c. Parking Management Service
- d. Paving
- e. Road Construction
- f. Road Maintenance
- g. Traffic Control
- h. Unclassified Road Services

\$110.00 for all categories

43. SECOND HAND DEALER**Category****Licence Fee**

- a. Antiques/Collectables
- b. Auctioneer
- c. Books/Toys
- d. Consignment Clothing
- e. Consignment Store
- f. Electronics/Recordings/Games
- g. Furniture/Appliances
- h. Sporting Goods
- i. Thrift Store

For all categories not dealing in Second Hand Articles, based on the floor area used for advertising display or sale purposes

For Businesses with a floor area of 250 square metres or less \$110.00
For each square metre above 250 square metres \$0.44 per square metre

For all categories dealing in Second Hand Articles, based on the floor area used for advertising display or sale purposes, up to and including 250 square metres \$300.00
For each square metre above 250 square meters \$0.44 per square metre

Category **Licence Fee**
j. Pawn \$2500.00

44. SECURITY

Category **Licence Fee**
a. Fire Protection Sales/Service \$110.00 for all categories
b. Fire Alarm sales
c. Fire Alarm service
d. Locksmith
e. Private Investigator
f. Security sales
g. Security service
h. Security Patrol Service
i. Security Systems Sales/Service

45. SPORTS & RECREATION CENTRE

Category **Licence Fee**
a. Bowling Alley \$205.00
b. Billiards \$205.00
c. Fitness Centre/Gym \$110.00 per facility **plus:**
\$30.00 per gym;
\$30.00 per exercise room;
\$30.00 per court;
\$50.00 per lap pool;
\$30.00 per weight room;
and
\$15.00 per sauna or Jacuzzi
d. Golf Course \$110.00
e. Ice Arena/Curling \$110.00
f. Riding Academies/Stables \$110.00
g. Rock Climbing \$110.00
h. Swimming Pool \$110.00
i. Unclassified Sport/Recreation Centre \$110.00
For all categories, any Operator who holds a Liquor Primary Licence - For the first 200 occupants \$1200.00
For each additional occupant \$2.00

46. SPORTS & RECREATION RETAIL**Category****Licence Fee**

- a. Bicycle & Accessories
- b. Equestrian
- c. Sport/Outdoor
- d. Unclassified Sports/Recreation Retail

For all categories listed above, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less \$110.00

For each square metre above 250 square metres \$0.44 per square metre

47. SPORTS & RECREATION SERVICES**Category****Licence Fee**

- a. Adventure/Sport Guide
- b. Athletic Instructor
- c. Unclassified Sports & Recreation Service

\$110.00 for all categories

48. TEMPORARY VENDOR**Category****Licence Fee**

- a. Carnival/Amusement
- b. Flowers
- c. Kiosk
- d. Non-Profit Sponsored Special Event
- e. Produce
- f. Special Event/Show/Trade Show/Exhibition
- g. Tree
- h. Unclassified Temporary Commercial Vendor

\$110.00 per day

\$500.00

\$110.00

\$0.00

\$500.00

\$500.00 per day

\$500.00

\$500.00

49. TRANSPORT GOODS & SERVICES**Category****Licence Fee**

- a. Bus Service
- b. Courier/Delivery
- c. Freight Transport
- d. Mover
- e. Taxi/Limousine
- f. Trucking
- g. Unclassified Transportation

For all categories, the fee is based on the number of vehicles used in the carrying on of Business

Per each vehicle used

\$30.00

\$110.00 minimum fee

50. TRAVEL**Category****Licence Fee**

- a. Travel Agency
- b. Travel Services

\$110.00 for all categories

- c. Tour Operator
- d. Unclassified Travel

51. VENDING MACHINE**Category**

- a. Arcade/Pinball
- b. Newspaper
- c. Snack/Beverage
- d. Tobacco
- e. Toys/Amusement/Novelties

Licence Fee

\$110.00 for all categories

52. WAREHOUSING & STORAGE**Category**

- a. General Warehousing
 - b. Moving & Storage
 - c. Public Storage
- For each square metre of floor area

Licence Fee

\$0.23 per square metre
\$110.00 minimum fee

53. WHOLESALE & DISTRIBUTION**Category**

- a. Agent/Broker
- b. Building Materials/Supplies
- c. Clothing & Textile
- d. Computer/Elect & Tech
- e. Electrical/Plumbing/Heating
- f. Food & Beverage
- g. Health & Beauty Categories
- h. Home Furnishings & Access
- i. Import/Export
- j. Machinery & Equipment
- k. Motor Vehicle Parts
- l. Nursery Stock & Supplies
- m. Paper Products
- n. Personal Goods
- o. Stationery/Office
- p. Unclassified Wholesale
- q. Wood/Lumber

Licence Fee

For all categories listed, the fee is based on the floor area used for advertising display or sale purposes.

For Businesses with a floor area of 250 square metres or less \$110.00

For each square metre above 250 square metres \$0.44 per square metre

54. Any Unclassified Business

Any Business not otherwise provided for in this schedule will be categorized as "unclassified"

\$110.00

Schedule B – Specifications for Warning Signs

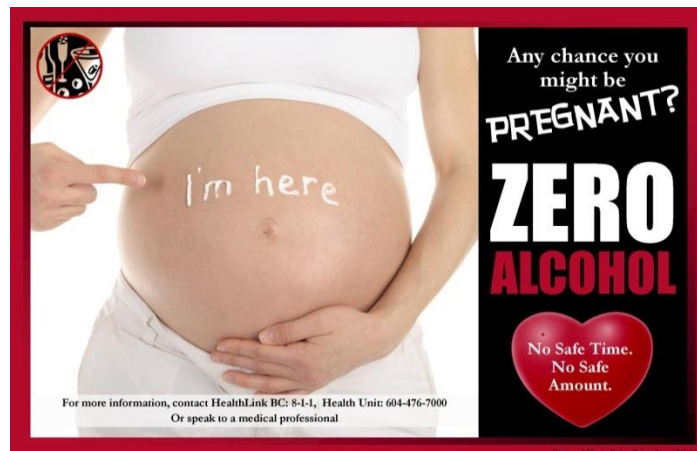
Signs warning of Prenatal Alcohol Exposure shall meet the following minimum requirements and the specific design as set out in this schedule.

- a) Minimum dimension of Poster: 0.279 m x 0.432 m
- b) Lettering on poster shall be in **bold** print, white on a red background and shall be in the minimum of font size set out in this schedule.
- c) The wording shall be as follows:

Required Wording	Required Font
Any chance you might be	Garamond – Size 40
Pregnant?	Hurry up – Size 60
Zero	Impact –Size 173
Alcohol	Impact – 94.3
No Safe Time. No Save Amount	Garamond - Size 30

For more information, contact
 HealthLink BC: 8-1-1, Health Unit: 604-476-7000
 Or speak to a medical professional
(Above 3 lines required in Garamond Font –Size 40)

District of Maple Ridge By-law No.: 6815-2011
(Required in Garamond Font – Size 14)



1. Specifications for Warnings on Menus:

Notices on menus warning of Prenatal Alcohol Exposure shall meet the following minimum requirements:

- a) A minimum dimension of Menu Notice:
minimum of 2.54 cm in height and 6.668 cm in width menu notice
- b) Lettering on poster shall be in **bold** print, white on a red background and shall be a minimum of font size as below
- c) The wording shall be as follows:

Required Wording	Required Font
Any chance you might be	Garamond - Size 10
Pregnant?	Hurry Up - Size 13
Zero	Impact - Size 30.5
Alcohol	Impact - Size 16.3
No Safe Time. No Safe Amount	Garamond - Size 8.5

District of Maple Ridge By-law No.: 6815-2011
(Font Size- Garamond - Size 5)



Schedule C – Second Hand Dealer’s Report

Report to RCMP of Articles Received

Date:

Name of Business:

Address:

Business Phone #:

Business Fax #:

PARTICULARS OF SELLER OR PERSON PAWNING

(Picture ID, Vehicle Information, Property/Make)

Name:

Address:

DOB (YYYY-MM-DD):

Buy	Pawn	(Slip #)	Type/Number
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Vehicle Description & Licence Plate #:

Description of Articles Purchased/Pawned:

Model Number:

Serial Number or Markings:

Time of Purchase:

Price Paid:

Business Owner’s Signature:

Note: Reports must be delivered to Ridge Meadows RCMP or faxed to 604-467-7633 by 9:30 am each Monday.