

**BYLAW 3395-26
OF THE CITY OF CAMROSE
PROVINCE OF ALBERTA**

A Bylaw of the City of Camrose to provide for the licensing and regulating of Businesses operating within the City

WHEREAS the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta 2000, and amendments thereto, provides that the purpose of a municipality, among other things, is to develop and maintain safe and viable communities;

AND WHEREAS pursuant to the *Municipal Government Act*, a Council may in a bylaw:

- a) regulate or prohibit;
- b) deal with any development, activity, industry, business or thing in different ways, divide each of them into classes, and deal with each class in different ways; and
- c) provide for a system of licences, permits or approvals, including any or all of the matters listed therein;

AND WHEREAS a Council may pass bylaws for municipal purposes respecting the enforcement of bylaws made under the *Municipal Government Act* or any other enactment, including any and all matters listed therein; and

AND WHEREAS Council considers it necessary to pass a bylaw to provide for the licensing and regulation of businesses carried on in whole or in part within the City;

NOW THEREFORE BE IT RESOLVED THAT the *Council* of the City of Camrose, duly assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as the “Business Licence Bylaw.”

2. Definitions:

- 2.1. “*Adult Entertainment*” means a facility where entertainment or *Services* are provided only to patrons over the age of eighteen (18) and includes, but is not limited to, nightclubs, after-hours dance clubs, body rub centres, escort *Services*, and exotic entertainers.
- 2.2. “*Advertised*” means any public notice, such as, but not limited to:
 - 2.2.1. a poster, a placard, a flyer;
 - 2.2.2. a sign, as defined by the *City’s Land Use Bylaw*, including an inscribed board, structure, or device serving for advertising;
 - 2.2.3. a newspaper display;
 - 2.2.4. a television or radio announcement designed to sell *Goods* or publicize a service or vacancy;
 - 2.2.5. an internet or email display; or
 - 2.2.6. a display delivered to a mobile device.

- 2.3. “*Applicant*” means a *Person* who applies for a *Business Licence*, renewal or transfer of a *Business Licence* required by this Bylaw.
- 2.4. “*Application*” means an *Application* for a *Business Licence*, renewal or transfer of a *Business Licence*, as provided for in this Bylaw.
- 2.5. “*Business*” means:
- 2.5.1. a commercial, merchandising or industrial activity or undertaking; or
 - 2.5.2. a profession, trade, occupation, calling or employment; or
 - 2.5.3. an activity providing *Goods and Services*;
 - 2.5.4. whether or not for profit and however organized or formed, including a co-operative or association of *Persons*.
- 2.6. “*Business Licence*” means a *Business Licence* issued pursuant to this Bylaw, entitling the *Licensee* to carry on the activity therein specified, at the *Business Premises*, for the period of time therein specified and may refer to a City Business Licence, Home Business Licence, Regional Business Licence or Temporary Business Licence.
- 2.7. “*Business Premises*” includes the store, office, warehouse, factory, building enclosure or other place occupied or capable of being occupied for the purpose of carrying on a *Business* and in which place the carrying on of a *Business*.
- 2.8. “*Cannabis Production Facility*” means a *Business* licensed by Health Canada and located in a stand-alone building where Cannabis is grown, processed, packaged, tested, destroyed, stored, distributed, or loaded for shipping, whether for medical or recreational use. Cannabis Production Facilities shall not include a Cannabis Retail Store.
- 2.9. “*Cannabis Retail Store*” means a *Business*, authorized by provincial and federal legislation and licensed by the Province of Alberta, where non-medical Cannabis and Cannabis Accessories are sold to individuals who attend at the *Business Premises*.
- 2.10. “*City*” means the Corporation of the City of Camrose, or the corporate limits of the City of Camrose, as the context requires.
- 2.11. “*City Business*” means a *Business* operating in Camrose that has its *Business Premises* permanently located or maintained within the *City* and holds a *City Business Licence*.
- 2.12. “*City Manager*” means the individual appointed by *Council* to the position of Chief Administrative Officer in accordance with the *Municipal Government Act* or their designate.
- 2.13. “*Council*” means the municipal *Council* of the City of Camrose.
- 2.14. “*County*” means Camrose *County* in the Province of Alberta and any Towns, Villages, Summer Villages, or Hamlets that are within Camrose *County*.

- 2.15. “*Dayhome*” means a child-care program that is offered or provided by an individual in the individual’s private residence, and under the oversight of a licensed family day home agency, pursuant to the Early Learning and Childcare Act.
- 2.16. “*Direct Sales*” means a *Business* whereby any *Person*, whether as principal or agent:
- 2.16.1. goes from house to house selling or offering for sale any merchandise or service, or both, to any *Person*, and who is not a wholesale or retail dealer in that merchandise or *Service*, and not having a permanent place of *Business* in the *City*; or
 - 2.16.2. offers or exposes for sale to any *Person* by means of samples, patterns, cuts, or blueprints, merchandise or a *Service*, or both, to be afterwards delivered in and shipped into the *City*; or
 - 2.16.3. sells merchandise or a *Service*, or both, on the streets or roads or elsewhere than at a building that is their permanent place of *Business* but does not include a *Mobile Food Vendor*.
- 2.17. “*Farmers’ Market*” means a multi-*Vendor* organization in which at least 80% of the *Vendors* sell *Goods* that such *Vendor* has made, baked, or grown within Alberta, and which is currently recognized by Alberta Agriculture and Forestry as either a “full” or “temporary” status *Farmers’ Market*.
- 2.18. “*Garage Sale*” means an informal, irregularly scheduled sale of miscellaneous household *Goods* by a private individual from a residential dwelling for a maximum of three (3) consecutive days.
- 2.19. “*Goods*” means any article, thing or substance and includes subscriptions for books, magazines or any printed matter.
- 2.20. “*Home Business*” means a *Business* operating in Camrose that has its *Business Premises* permanently located or maintained within a residence in the *City*.
- 2.21. “*Licence Fee*” means those fees payable for a *Business Licence* as stated in the *City’s* Annual Fees and Charges Bylaw.
- 2.22. “*Licence Inspector*” means a *Peace Officer* or as otherwise designated by the *City Manager*.
- 2.23. “*Licensing Officer*” means the *City Manager* or their designate who is responsible for the review and issuance of a *Business Licence*.
- 2.24. “*Licence Year*” means the period from January 1 to December 31 of the same calendar year.
- 2.25. “*Licensee*” means a *Person* to whom a *Business Licence* has been issued, pursuant to the provisions of this Bylaw.
- 2.26. “*Mobile Food Vendor*” means the *Business* of operating a motor vehicle or trailer equipped for the storage and preparation of foods and beverages, which is used as a mobile food premises and from which the foods and beverages are offered for sale directly to the public.

- 2.27. “*Non-profit Organization*” means any incorporated or unincorporated organization formed for charitable purposes and not organized for profit or personal gain, including purposes which are of a philanthropic, benevolent, educational, health, humane, religious, cultural, artistic, or recreational nature.
- 2.28. “*Outdoor Storage*” means an outdoor area used for storage of equipment, *Goods*, materials, motor vehicles, recreational vehicles, or products associated with a *Business* operating pursuant to a valid *Business Licence* on a parcel other than the *Business Premises* within the *City*.
- 2.29. “*Pawnbroker*” means a *Person* who carries on a *Business* of loaning money on the security of the pledge or pawn of property or a *Person* who holds themselves out as ready to loan money on such security, but does not include any Bank, Trust Company, Credit Union, or similar financial institution.
- 2.30. “*Payday Loan Business*” means a business which offers, arranges for or provides payday loans by a payday lender.
- 2.31. “*Peace Officer*” means a member of the Royal Canadian Mounted Police, a member of the Camrose Police Service or a special constable, a *Peace Officer* or Community Peace Officer appointed under the *Peace Officer Act*, S.A. 2006, c. P-3.5, as amended, or a bylaw enforcement officer employed by the *City*.
- 2.32. “*Person*” includes a corporation and the heirs, executors, administrators or other legal representatives of a *Person*.
- 2.33. “*Public Market*” means a *Business* which provides stalls, tables, or space for temporary rent to *Vendors* who sell their *Goods* and *Services* directly to the public.
- 2.34. “*Regional Business outside Camrose County*” means a *Business* operating within the *City* that has its *Business Premises* permanently located or maintained outside of *Camrose County*.
- 2.35. “*Regional Business within Camrose County*” means a *Business* operating within the *City* that has its *Business Premises* permanently located or maintained within *Camrose County*.
- 2.36. “*Second-hand Dealer*” is a *Person* who carries on a *Business* by purchasing, selling, or exchanging or in any way dealing in *Goods*, wares, merchandise, coins, effects, articles, or other things of any kind or nature which have been worn or otherwise used or which have been previously purchased by a *Person* to be worn or otherwise used and are commonly referred to as second-hand *Goods* or antiques; but does not include:
- 2.36.1. a *Person* who deals in second-hand books and/or cards; or
 - 2.36.2. a *Person* disposing of merchandise by public auction; or
 - 2.36.3. a *Person* dealing with donated items; or
 - 2.36.4. a *Person* dealing in used motor vehicle sales.
- 2.37. “*Services*” means performing a service or any work, act or deed, for any compensation, whether monetary or otherwise.

- 2.38. “*Shared E-Scooter*” means an electric scooter available for short-term rental through a smartphone app.
- 2.39. “*Special Event Permit*” means a permit issued by the *City* for a periodic cultural, recreational, celebratory, or educational event including an exhibition, show, display, concert, festival, race, competition, public entertainment, parade, carnival or circus held for profit or otherwise, and includes any other organized public amusement, whether free or for a fee pursuant to the *City’s* Concert and Special Event Bylaw.
- 2.40. “*Subsequent Offence*” means any offence under this Bylaw committed by a *Person* after that *Person* has already been convicted of an offence under this Bylaw or has voluntarily paid a fine for such an offence.
- 2.41. “*Temporary Licence*” means a *Business Licence* issued for a specified period of time, not exceeding six (6) months, authorizing an individual or organization to operate on a temporary or seasonal basis from a temporary location on public or private property within the *City*. This includes, but is not limited to, seasonal service-based *Businesses* and temporary commercial establishments used for the retail sale of *Goods* and *Services* to the public.
- 2.42. “*Vendor*” means anyone operating a self-contained vehicle, trailer, or portable stand that is capable of being moved from one location to another, and is equipped to prepare, serve, and sell food or *Goods*.
- 2.43. “*Vehicle for Hire*” means a *Vehicle* that transports passengers for a fee, including taxis, limousines, shuttles, and transportation network vehicles.
- 2.44. “*Violation Tag*” means a tag or similar document issued by the *City* that alleges an offence and provides a *Person* with the opportunity to pay an amount to the *City* in lieu of prosecution for the offence.
- 2.45. “*Violation Ticket*” means a violation ticket issued in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34.

3. Purpose and Application

- 3.1. A reference in this Bylaw to a bylaw, statute, or regulation means the statute or regulation as amended, replaced, or in effect from time to time.
- 3.2. In this Bylaw, words used in the singular shall include the plural and the plural the singular, except where the context requires otherwise.
- 3.3. Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act*, unless otherwise defined in this Bylaw.
- 3.4. The headings in this Bylaw are for convenience only and must not be construed as defining or in any way limiting the scope or intent of the provisions of this Bylaw.

4. General

- 4.1. Nothing in this Bylaw relieves a *Person* from complying with any provision of any federal or provincial law or regulation, other Bylaw or any requirement of any lawful permit, order or licence.

- 4.2. If any section or parts of this Bylaw are found in any court of law to be illegal or beyond the power of *Council* to enact, such section or parts shall be deemed to be severable and all other sections or parts of this Bylaw shall be deemed to be separate and independent therefrom to be enacted as such.

5. Business Licence Requirements

- 5.1. Except as provided in Section 6, no *Person* shall carry on any *Business* in the *City* unless they hold a valid *Business Licence*.
- 5.2. The *Licensing Officer* shall not issue a *Business Licence* unless the *Applicant* holds any required provincial or federal permit or license.
- 5.3. A valid *Business Licence* must display:
 - 5.3.1. the name of the *Licensee* and each name under which the *Business* is to be conducted;
 - 5.3.2. a description of the type of *Business* for which the *Business Licence* is issued;
 - 5.3.3. the location of the *Business Premises* where the *Business* is to be conducted;
 - 5.3.4. any special conditions imposed on the *Business Licence*;
 - 5.3.5. the date on which it was issued and the date on which the *Business Licence* shall expire;
 - 5.3.6. the *City* logo;
 - 5.3.7. signature of the *Licensing Officer*.
- 5.4. A *Person* may not alter, reproduce without permission, or deface a *Business Licence*.
- 5.5. A *Business Licence* issued pursuant to this Bylaw is the property of the *City* and remains so at all times.
- 5.6. Unless otherwise stated on the licence, all *Business Licences* are valid for the *Licence Year* and expire at the end of the *Licence Year*.
- 5.7. A valid *Business Licence* or *Temporary Licence* shall be displayed in a prominent place in the *Business Premises*, and any *Person* holding such Licence shall forthwith produce the same for inspection upon request by a *Licence Inspector* or *Licensing Officer*.
- 5.8. A *Person* carrying on more than one *Business* must obtain a separate *Business Licence* for each *Business*.
- 5.9. A *Business Licence* is not transferable from one *Person* to another.
- 5.10. A *Person* who carries on or intends to carry on a *Business* from more than one location must obtain a separate *Business Licence* for each location.

6. Business Licence Exemptions

- 6.1. A *Business Licence* is not required for a *Business* conducted by any of the following:

- 6.1.1. the Crown in right of Alberta;
- 6.1.2. the Crown in right of Canada;
- 6.1.3. a Crown corporation;
- 6.1.4. the *City*;
- 6.1.5. a *Non-profit Organization*;
- 6.1.6. a *Person* whose *Business* is expressly exempted from the requirement of a *Business Licence* by a statute of the Legislature of Alberta or Parliament of Canada;
- 6.1.7. any *Person* holding a valid *Special Event Permit* issued under the *City's* Concert and Special Event Bylaw, and *Vendors* approved by the permit holder for the duration of the event.
- 6.1.8. any *Farmers' Market*;
- 6.1.9. any *Outdoor Storage*;
- 6.1.10. any *Person* operating a *Dayhome* that is licensed by the Province of Alberta pursuant to the *Child Care Licensing Regulation* or operating a *Dayhome* that is registered with a family *Dayhome* agency contracted by the Province of Alberta to administer a family *Dayhome* service;
- 6.1.11. any *Person* acting as a supplier bringing bulk *Goods* (including vending machines) to a *Licensee* for the purpose of resale;
- 6.1.12. a *Garage Sale*;
- 6.1.13. any *Person* under the age of eighteen (18) providing occasional *Services*, including but not limited to babysitting, lawn care, or snow removal.

7. Business Licence Application & Fees

- 7.1. *Applications* must be submitted in the form and manner prescribed by the *City Manager* (including electronic submission) and are subject to the applicable *Licence Fee*.
- 7.2. The *Licence Fee* for a *Person* commencing a *Business* after the 1st day of July of the current calendar year, shall be one-half of the annual fee prescribed in the *City's* Annual Fees & Charges Bylaw.
- 7.3. A *Person* commencing *Business* on or after December 1st of a *Licence Year* is not required to pay a *Licence Fee* for that *Licence Year*.
- 7.4. A *Business* that ceases to operate, has its *Business Licence* revoked, or surrenders its *Business Licence*, shall not be entitled to a refund of any *Licence Fee* paid.

8. Licensing Officer

- 8.1. The *Licensing Officer*:

- 8.1.1. shall receive and review all *Applications*, including the prescribed fee;
- 8.1.2. shall administer and enforce this Bylaw;
- 8.1.3. may refer *Applications* to other *City* departments, Camrose Police Services, or external agencies as required, including but not limited to Alberta Health Services, Alberta Gaming, Liquor and Cannabis Commission, Alberta Motor Vehicle Industry Council, Royal Canadian Mounted Police, and any other authority having jurisdiction;
- 8.1.4. may inspect *Business Premises* prior to issuing a *Business Licence* and at any time thereafter to ensure compliance with this Bylaw and any other applicable enactment;
- 8.1.5. shall approve, approve with conditions, or refuse a *Business Licence* if there is reasonable cause;
- 8.1.6. shall maintain a record of all *Business Licences* issued and any particulars of those licences;
- 8.1.7. may refuse to issue or renew a *Business Licence*, or revoke or suspend a *Business Licence*, for any of the following reasons:
 - 8.1.7.1. the *Applicant* or *Licensee* does not or no longer meets the requirements of this Bylaw;
 - 8.1.7.2. the *Licensee* has breached a condition of the *Business Licence*;
 - 8.1.7.3. the *Applicant* or *Licensee*, or any of its officers or employees:
 - 8.1.7.3.1. provides false or misleading information to the *Licensing Officer* or *Licence Inspector*;
 - 8.1.7.3.2. contravenes this Bylaw, whether or not the contravention was prosecuted;
 - 8.1.7.3.3. fails to pay a fine imposed by a court for a contravention of this Bylaw;
 - 8.1.7.3.4. fails to pay any fee required by this or any applicable *City* bylaw;
 - 8.1.7.4. it is, in the opinion of the *Licensing Officer*, based on reasonable grounds, in the public interest to do so.
- 8.1.8. may exercise any other power provided under this Bylaw.

9. Licence Inspector

- 9.1. *A Licence Inspector:*
 - 9.1.1. may undertake any inspections of lands, buildings, or *Business Premises* and make any inquiries necessary to ensure compliance with this Bylaw;
 - 9.1.2. shall enforce provisions of this Bylaw;

- 9.1.3. may issue enforcement as authorized by this Bylaw, including:
 - 9.1.3.1. a Violation Tag;
 - 9.1.3.2. a Violation Ticket;
 - 9.1.3.3. a summons requiring an accused to appear in court on a charge of violating this Bylaw.

10. Regulations Pertaining to Particular *Businesses*

10.1. *Adult Entertainment*

- 10.1.1. In addition to any other requirements, before issuing or renewing a *Business Licence* for an *Adult Entertainment Business*, the *Applicant* shall provide to the *Licensing Officer*, in a form acceptable to the *City Manager*:

- 10.1.1.1. if the *Applicant* is a corporation:

- 10.1.1.1.1. the full legal name of all primary managers, owners, partners, directors, and officers; and

- 10.1.1.1.2. Police Information Checks, issued within thirty (30) days, for all primary managers, owners, partners, directors and officers of the corporation;

- 10.1.1.2. if the *Applicant* is an individual:

- 10.1.1.2.1. the full legal name of the *Applicant*;

- 10.1.1.2.2. a Police Information Check, issued within thirty (30) days, and

- 10.1.1.3. a list of any website addresses, including social media used to promote the *Adult Entertainment Business*.

- 10.1.2. Every *Business Licence* for an *Adult Entertainment Business* is subject to the following conditions:

- 10.1.2.1. maintain a current employee roster including:

- 10.1.2.1.1. the full legal name of each employee;

- 10.1.2.1.2. the birth date of each employee;

- 10.1.2.1.3. any pseudonyms or aliases by which each employee is known; and

- 10.1.2.1.4. a contact telephone number for each employee.

- 10.1.2.2. verify that all employees are at least eighteen (18) years of age;

- 10.1.2.3. ensure that a minimum of two employees are present on the *Business Premises* whenever the *Business* is open to the public; and

10.1.2.4. not operate the *Adult Entertainment Business* between the hours of 2:00 a.m. and 10:00 a.m.

10.2. *Cannabis Production Facility*

10.2.1. In addition to any other requirements provided herein, prior to the issuance or renewal of a *Business Licence* for a *Cannabis Production Facility*, the *Applicant* shall submit to the *Licensing Officer*, in a form acceptable to the *City*, a security plan for the *Cannabis Production Facility*.

10.2.2. It is a deemed condition of every *Business Licence* for a *Cannabis Production Facility* that the *Licensee* must:

10.2.2.1. comply with the approved security plan;

10.2.2.2. comply with the *Gaming, Liquor and Cannabis Act* (Alberta) and the *Cannabis Act* (Canada); and

10.2.2.3. produce any Licences when requested to do so by the *Licence Inspector* or *Peace Officer*.

10.3. *Cannabis Retail Store*

10.3.1. Before issuing or renewing a *Business Licence* for a *Cannabis Retail Store*, the *Applicant* shall provide to the *Licensing Officer*:

10.3.1.1. a security plan for the *Cannabis Retail Store*; and

10.3.1.2. a proposed patron management plan for the *Cannabis Retail Store* that provides for matters including:

10.3.1.2.1. verifying the age of individuals entering the *Cannabis Retail Store*, and refusing entry to or removing minors from the *Cannabis Retail Store*;

10.3.1.2.2. refusing entry to or removing individuals from the *Cannabis Retail Store* who appear to be intoxicated or impaired, whose behaviour is or becomes disorderly, threatening, violent, or otherwise detrimental to the health or safety of other individuals in the *Business Premises*, or who is involved or engaged in unlawful activities;

10.3.1.2.3. reporting actual or suspected unlawful activities to the *City*; and

10.3.1.2.4. any other information considered necessary by the *Licensing Officer*.

10.3.2. Every *Business Licence* for a *Cannabis Retail Store* is subject to the following conditions:

10.3.2.1. comply with the approved security plan;

- 10.3.2.2. comply with the approved patron management plan;
- 10.3.2.3. comply with the *Alberta Gaming, Liquor and Cannabis Act* and its Regulations, and the *Cannabis Act* (Canada);
- 10.3.2.4. produce the *Business Licence* and any provincial or federal approvals upon the request of a *Licensing Officer* or *Licence Inspector*.

10.4. *Direct Sales*

- 10.4.1. No *Person* shall operate a *Direct Sales Business* within the *City* without a valid *Business Licence*.
- 10.4.2. The *Licensing Officer* shall only issue a *Temporary Licence* for a *Direct Sales Business*, and no more than four (4) *Temporary Licences* shall be issued for the same *Direct Sales Business* within a *Licence Year*.
- 10.4.3. The *Applicant* for a *Direct Sales Business Licence* shall provide to the *Licensing Officer* the name, and cell phone information for each *Person* working for the *Direct Sales Business* in the *City*.
- 10.4.4. Each *Direct Sales Business Licensee* shall ensure that all individuals working for the *Direct Sales Business* carry company-issued photo identification that matches the name on the *Business Licence* and produce it upon request by a customer, *City* employee or *Peace Officer*.

10.5. *Mobile Food Vendor*

- 10.5.1. A *Mobile Food Vendor* shall obtain a *Business Licence* for each mobile unit.
- 10.5.2. The *Applicant* shall obtain a copy of the Alberta Health Services approval for the mobile unit prior to the issuance of a *Business Licence*.
- 10.5.3. If a *Mobile Food Vendor* is operating on private property, the *Vendor* shall obtain written authorization from the property owner.
- 10.5.4. *Mobile Food Vendors* shall not operate on any public roadway unless the roadway is closed to through traffic as part of an approved *Special Event Permit*.
- 10.5.5. A *Mobile Food Vendor Licensee* shall not park within:
 - 10.5.5.1. Three (3) meters of a building entrance or exit;
 - 10.5.5.2. Six (6) meters of an intersection;
 - 10.5.5.3. Three (3) meters of a back alley or lane;
 - 10.5.5.4. Three (3) meters of another *Mobile Food Vendor*;
 - 10.5.5.5. Ten (10) meters of the property line of any residential development;
 - 10.5.5.6. Twenty-five (25) meters of an existing eating establishment;

- 10.5.5.7. Fifty (50) meters of a school.
 - 10.5.6. For the purposes of subsection 10.5.5, setbacks shall be measured from the building, not the property line.
 - 10.5.7. A *Mobile Food Vendor* shall not obstruct access to a fire hydrant, driveway, loading zone, or emergency access.
 - 10.5.8. A *Mobile Food Vendor* may display up to two (2) temporary signs located on-site and in close proximity to the vehicle or trailer, without a separate permit, provided the signs comply with the information submitted in the *Application*.
 - 10.5.9. Public consumption of food or beverages within the vehicle or trailer used by the *Mobile Food Vendor* is prohibited.
 - 10.5.10. *Mobile Food Vendors* shall provide and maintain garbage disposal containers on any site they operate and shall ensure the site and any adjacent lands are left free from garbage or damage after operation.
- 10.6. *Pawnbroker*
- 10.6.1. Every *Pawnbroker Licensee* shall record the following information for each transaction involving pawned *Goods*:
 - 10.6.1.1. the date and time of the transaction;
 - 10.6.1.2. the numbers from at least two pieces of identification, confirming the name and address, one of which must be government-issued and have a photograph of the *Person*;
 - 10.6.1.3. a complete and accurate description of the *Goods*, including, where applicable, the make, model, manufacturer's name, serial number, and any distinguishing marks;
 - 10.6.1.4. the amount of money advanced;
 - 10.6.1.5. the name of the *Person* who conducted the transaction.
 - 10.6.2. No *Person* shall accept pawned *Goods* where serial numbers or distinguishing marks have been altered or obliterated.
 - 10.6.3. No *Person* shall record false, misleading, or inaccurate information or alter, obliterate, or deface any record of such a transaction.
 - 10.6.4. A copy of the record required under subsection 10.6.1 shall be made available for inspection by a *Licensing Officer or Licence Inspector* by 10:00 a.m. on the next business day following the transaction.
 - 10.6.5. Records shall be retained for a minimum of one (1) year from the date of the transaction.
 - 10.6.6. Every *Pawnbroker Licensee* shall post in a conspicuous location on the *Business Premises*:

- 10.6.6.1. the maximum interest rate allowed under federal law; and
- 10.6.6.2. a statement how the interest rate is calculated.
- 10.6.7. At the time of pledging *Goods*, the *Pawnbroker* shall provide a receipt containing:
 - 10.6.7.1. the due date of the pledge;
 - 10.6.7.2. the monetary amount advanced;
 - 10.6.7.3. the interest rate charged; and
 - 10.6.7.4. the *Business* name and address.
- 10.6.8. No *Person* shall:
 - 10.6.8.1. accept any *Goods* from any *Person* under eighteen (18) years of age;
 - 10.6.8.2. retain *Goods* without issuing a receipt as required;
 - 10.6.8.3. accept *Goods* without obtaining a signed declaration that the pledger is entitled to pledge the *Goods* and that any other *Person* with a lawful interest has consented;
 - 10.6.8.4. purchase or take, in pawn, pledge or exchange, the receipt required pursuant to subsection 10.6.1 which has been issued to any other *Person*;
 - 10.6.8.5. purchase or accept a receipt issued to another *Person*;
 - 10.6.8.6. allow redemption without verifying the identity of the *Person* redeeming; or
 - 10.6.8.7. conduct any transaction between 9:00 p.m. and 9:00 a.m.
- 10.6.9. Except for pawned *Goods* lawfully redeemed, no *Person* shall alter, repair, sell, or dispose of pawned *Goods* until forty-five (45) days have elapsed from the date pledging, exclusive of the day of pledging.
- 10.6.10. Notwithstanding subsection 10.6.9, if a longer period of retention is agreed upon, that period must expire before the *Goods* can be forfeited or sold.
- 10.6.11. No *Person* shall remove pawned *Goods* from the *Business Premise* during the retention period.
- 10.6.12. Pawned *Goods* shall be kept separate from other merchandise until the retention period expires.
- 10.6.13. Every *Pawnbroker Licensee* shall permit the *Licensing Officer* or *Licence Inspector* to examine any pawned *Goods* during normal *Business* hours.

10.7. *Payday Loan Business*

10.7.1. Every *Payday Loan Business Licensee* must adhere to all sections of the *Alberta Consumer Protection Act* related to credit agreement services.

10.8. *Public Market*

10.8.1. The *Person* responsible for operating a *Public Market* shall obtain a valid *Business Licence* for the *Public Market*.

10.8.2. A *Business Licence* for a *Public Market* shall specify the dates of operation and the maximum number of *Persons* who will provide *Goods* or *Services* while the *Public Market* is in operation.

10.8.3. A *Business Licence* for a *Public Market* shall be deemed to cover vendors operating within the *Public Market* while the *Public Market* is in operation.

10.8.4. The *Public Market Licensee* shall maintain a written record of each *Person* providing *Goods* or *Services* as part of the *Public Market* and shall provide this record to a *Licence Inspector* or the *Licensing Officer*. The record shall include:

10.8.4.1. the *Person's* legal name (and, where a *Business* entity, the *Business* name and the name of the individual owner);

10.8.4.2. the *Person's* address;

10.8.4.3. the name of any other parties involved in providing *Goods* or *Services*;

10.8.4.4. the *Person's* telephone number; and

10.8.4.5. any required certificates, licences or permits required by the *City*, provincial, or federal governments.

10.9. *Shared E-Scooter*

10.9.1. Before issuing or renewing a *Business Licence* for a *Shared E-Scooter Business*, the *Applicant* shall provide to the *Licensing Officer*, in a form acceptable to the *City Manager*:

10.9.1.1. proof of approved provincial operational exemption;

10.9.1.2. an approved operational plan;

10.9.1.3. an approved education and safe riding plan; and

10.9.1.4. any other information required by the *Licensing Officer*.

10.9.2. The *Shared E-Scooter Business* and its customers shall comply with the *City's* Traffic Bylaw and all other applicable *City* bylaws;

10.9.3. The operational season for a *Shared E-Scooter Business* is May 1 to October 30 annually.

10.9.4. The *Shared E-Scooter Business* shall collect and return all E-Scooters to their designated parking locations once every 24 hours. Any *Person* collecting the

Shared E-Scooters shall carry clearly visible photo identification issued by the *Shared E-Scooter Business*.

- 10.9.5. The *Shared E-Scooter Business* shall inspect, repair, and maintain its *Shared E-Scooter* fleet in good operational condition.
- 10.9.6. All *Shared E-Scooters* shall display the name and contact phone number of the *Shared E-Scooter Business* Owner.
- 10.9.7. The *Shared E-Scooter Business* shall ensure that a representative is available during operating hours to address operational issues and shall provide the *City* with a direct contact for maintenance, rebalancing, collection, and retrieval.
- 10.9.8. The *Shared E-Scooter Business* must provide a digital mobile platform for customers to register, locate, and rent *Shared E-Scooters*.
- 10.9.9. All *Shared E-Scooters* shall be equipped with tracking technology.
- 10.9.10. All *Shared E-Scooters* shall be governed by technology to limit the speed to a maximum of 20 km/hr.
- 10.9.11. *Shared E-Scooters* shall not be rented to customers under the age of sixteen (16) years.
- 10.9.12. Customers shall consent to and complete a release of liability, waiver of claims, and assumption of risk prior to renting a *Shared E-Scooter*.
- 10.9.13. The *Shared E-Scooter Business* shall provide annual proof of commercial liability insurance of not less than \$2,000,000.00 per occurrence, indemnifying, defending, and holding harmless the *City* and its employees for any loss, damages, claims, or actions arising.
- 10.9.14. The *Shared E-Scooter Business* shall maintain commercial liability insurance through the calendar year, and indemnification obligations shall extend for one (1) calendar year following each operational season.
- 10.9.15. The *Shared E-Scooter Business* shall acknowledge and accept that operating in public areas exposes *Shared E-Scooter* to environmental conditions, including water, snow, gravel, and substances used in the *City's* maintenance program, which may cause premature wear of components.
- 10.9.16. The *Shared E-Scooter Business* shall report any unlawful activity, collisions, accidents, injury, or property damage to Camrose Police Services and the *City*.
- 10.9.17. In the event of an emergency or immediate threat to public safety, the *City* may take any action necessary to remove the emergency or threat, including the suspension of the *Business Licence*.

10.10. *Second-hand Dealer*

10.10.1. Every *Second-hand Dealer Licensee* shall record the following information for each acquisition or receipt of second-hand *Goods* for resale, unless goods are provided through donation:

10.10.1.1. the date and time of the transaction;

10.10.1.2. the numbers from at least two pieces of identification confirming the name and address, one of which must be government-issued and include a photograph;

10.10.1.3. accurate description of the second-hand *Goods*, including, if applicable, the make and model of the item, the manufacturer's name, any serial number, and any distinguishing marks;

10.10.1.4. the amount paid or other consideration exchanged; and

10.10.1.5. the name of the *Person* who conducted the transaction.

10.10.2. No *Person* shall alter, repair, forfeit, sell or dispose of second-hand *Goods* until forty-five (45) days have elapsed from the date of acquisition, exclusive of the date acquired.

10.10.3. All second-hand *Goods* shall be kept separate from other merchandise until the retention period expires.

10.10.4. No *Person* shall accept second-hand *Goods* where serial numbers or distinguishing marks have been altered or obliterated.

10.10.5. No *Person* shall record false, misleading, or inaccurate information or alter, obliterate, or deface any record of transaction.

10.10.6. A copy of the record required under subsection 10.10.1 shall be made available for inspection by a *Licence Inspector* or the *Licensing Officer* by 10:00 a.m. on the next business day following the transaction.

10.10.7. Records shall be retained for a minimum of one (1) year from the date of the transaction.

10.10.8. No *Person* shall accept second-hand *Goods* from any *Person* under eighteen (18) years of age.

10.10.9. Every *Second-hand Dealer Licensee* shall permit a *Licensing Officer* or *Licence Inspector* to examine second-hand *Goods* during normal *Business* hours.

10.11. *Vehicle for Hire Business*

10.11.1. *Vehicle for Hire Businesses* are required to meet all the conditions of the *City's Vehicle for Hire Bylaw* to obtain a *Business Licence*.

11. Appeal

- 11.1. Any *Person* who has been refused a *Business Licence*, had a *Business Licence* revoked or suspended, or who has been issued a Licence with conditions other than those conditions imposed by this Bylaw, may appeal the decision of the *Licensing Officer* within fourteen (14) days of being notified of the *Licensing Officer's* decision, to *Council*, by providing written notice to the *City Manager* and paying the appeal fee set out in the *City's* Annual Fees and Charges Bylaw. Each notice of appeal shall:
 - 11.1.1. contain reasonable details on the grounds of the appeal and why Council should carry out a review and provide any information that is deemed necessary to help the Council fulfill such review;
 - 11.1.2. state the name, address, and interest of the appellant in the *Business License*;
 - 11.1.3. be in the form determined by the *City Manager*; and
 - 11.1.4. be dated and signed by the appellant, or if on their behalf by their agent, and, if signed by an agent, shall state the name and address of the agent as well as that of the appellant.

12. Renewals

- 12.1. A *Licensee* may apply to renew their *Business Licence* prior to the end of the *Licence Year* or any other date specified on the *Business Licence*.
- 12.2. A *Licensee* applying for renewal shall submit the prescribed form in the manner required by the *City Manager* and pay the applicable *Licence Fee*.
- 12.3. A *Business Licence* that is not renewed prior to the end of the *Licence Year*, or the term specified on the *Business Licence*, shall expire on the day following the last day of the *Licence Year* or term.
- 12.4. A *Person* whose *Business Licence* has expired may be required to submit a new *Application* to obtain a *Business Licence*.

13. Penalties and Offences

- 13.1. Offence
 - 13.1.1. A *Person* who contravenes this Bylaw is guilty of an offence.
 - 13.1.2. The specified fines for an offence under this Bylaw are set out in subsection 13.4.
- 13.2. Vicarious Liability
 - 13.2.1. An act or omission by an employee or agent of a *Person* is deemed also to be an act or omission of that *Person* if it occurred in the course of employment or agency.
- 13.3. Corporations and Partnerships
 - 13.3.1. When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized,

permitted or participated in the act or omission is guilty of the offence, whether or not the corporation is prosecuted.

13.3.2. If a partner in a partnership commits an offence under this Bylaw, each partner who authorized, permitted or participated in the act or omission is guilty of the offence.

13.4. Fines and Penalties

13.4.1. A *Person* guilty of an offence is liable to a minimum fine of \$200.00 and not exceeding \$2,500.00, and in default of payment, to imprisonment for not more than six (6) months.

13.4.2. The following voluntary payments apply to *Violation Tags*:

13.4.2.1. For the first offence: \$200.00

13.4.2.2. For a second and *Subsequent Offence*: \$350.00

13.5. *Violation Tag*

13.5.1. A *Licence Inspector* may issue a *Violation Tag* to any *Person* believed on reasonable grounds to have contravened this Bylaw.

13.5.2. A *Violation Tag* may be served personally or by mail to the *Person's* last known address.

13.5.3. The *Violation Tag* shall state:

13.5.3.1. the name of the *Person*;

13.5.3.2. the offence;

13.5.3.3. the specified penalty;

13.5.3.4. the payment must be made within fourteen (14) days;

13.5.3.5. any other information required by the *City*.

13.6. Payment in Lieu of Prosecution

13.6.1. A *Person* issued a *Violation Tag* may pay to the *City* the specified penalty within the time period indicated on the *Violation Tag* to avoid prosecution.

13.7. *Violation Ticket*

13.7.1. If a *Violation Tag* is not paid within the prescribed time, a *Licence Inspector* may issue a *Violation Ticket* under the *Provincial Offences Procedure Act*.

13.7.2. A *Licence Inspector* or *Peace Officer* may issue a *Violation Ticket* immediately without first issuing a *Violation Tag*.

13.7.3. A *Violation Ticket* may:

13.7.3.1. specify the fine amount;

13.7.3.2. require a court appearance without the option of voluntary payment.

13.8. Voluntary Payment

13.8.1. A *Person* who commits an offence may make a voluntary payment by submitting the specified penalty to the Provincial Court Clerk on or before the initial appearance date indicated on the *Violation Ticket*.

13.9. Obstruction

13.9.1. No *Person* shall obstruct or hinder any *Person* exercising powers under this Bylaw.

13.10. Proof of *Business*

13.10.1. In a prosecution for operating a *Business* without a *Business Licence*, proof of one transaction in the *Business* or proof the *Business Advertised* per one 24 hour day is sufficient to establish that a *Person* is engaged in *Business*..

14. Severability

14.1. Each provision of this Bylaw is independent of all other provisions. If any provision is declared invalid by a Court of competent jurisdiction, all remaining provisions shall remain valid and enforceable.

15. Repeal

15.1. *Business License Bylaw 3003-18* and any amendments thereto are hereby repealed in their entirety.

16. Enactment

16.1. This Bylaw shall come into force upon third and final reading.

READ a FIRST time in COUNCIL this 23rd day of February, A.D. 2026.

READ a SECOND time in COUNCIL this 23rd day of February, A.D. 2026.

READ a THIRD time in COUNCIL this 23rd day of February, A.D. 2026.

Original Signed by Mayor Stasko

MAYOR

Original Signed by B. Hillson

GENERAL MANAGER, CORPORATE SERVICES