

# **THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**

## **BY-LAW NO. 17-2018**

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Being a by-law respecting the issuing of Licences  
within the Township of North Huron

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**WHEREAS** the Council of the Township of North Huron has the authority to enact a By-law respecting the issuing of licences pursuant to the Municipal Act, S.O. 2001, c. 25, Section 150, as amended;

**AND WHEREAS** the Council of the Township of North Huron deems it desirable to enact a By-law providing for the regulation, control and licensing of certain trades, businesses, or occupations carried on in the municipality;

**AND WHEREAS** the Council of the Township of North Huron deems it necessary to establish penalties for those convicted of an offence under any provision of this By-law or any Schedule to this By-law;

**AND WHEREAS** a copy of a Judge's approved set fine schedule will be attached as a Schedule to this By-law;

**NOW THEREFORE**, the Council of the Corporation of the Township of North Huron enacts as follows:

### **1. DEFINITIONS**

In this Part:

- (a) "Agricultural Farmers Market" means a venue for locally grown and/or manufactured agricultural products, including but not limited to, foodstuffs, handicrafts, artwork or locally generated services.
- (b) "Applicant" means any Person whose name appears as the applicant on any Licence application form received by the municipality.
- (c) "Business Improvement Area" means the geographic area designated by by-law for the improvement area.
- (d) "By-law" means this By-law and any amendments thereto including all Schedules forming any part of this By-law and any amendments thereto.
- (e) "Clerk" means the Clerk of the Township of North Huron or his or her designate.
- (f) "Certificate of Insurance" means a certified copy of a policy of insurance in the form of a certificate issued by a company authorized to carry on the business of insurance in the Province of Ontario.
- (g) "Community Event" means a community event in which the event profits and proceeds will be donated to a bonafide local charity, not-for-profit organization, local service club or in which proceeds will be used for the purpose of community betterment and the event has been declared by the Township of North Huron as a Municipally Significant Event.
- (h) "Council" means the Council of the Township of North Huron.
- (i) "Event" means a festival, sporting event, concert, show, market, or other similar special events, not considered to be Community Events, which take place over the duration of up to 3 consecutive days.

- (j) “Hawker” or “Peddler” includes:
- (i) any person who goes from place to place, or to a particular place, with goods, wares or merchandise for sale, or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which orders are taken and that are to be delivered in the municipality afterwards, and
  - (ii) any retailer which has an employee or agent who goes from place to place or to a particular place with goods, wares or merchandise for sale, or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which orders are taken and that are to be delivered in the municipality afterwards;
- (k) “Highway” includes a common or public Highway, street, road, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- (l) “Inspector” means any municipal employee or other person authorized by the municipality to carry out inspections under and to enforce the provisions of this By-law.
- (m) “Licence” means the official document issued by the municipality under the provisions of this By-law bearing the signature of the Clerk authorizing a Person to conduct, operate or carry on any of the trades, businesses or occupations listing in Schedule “A” to this By-law
- (n) “Licensee” means any Person licensed under this By-law.
- (o) “Local retailer” shall mean any individual or business which provides for the selling or offering for sale of goods or services at a building or structure located within the Township of North Huron which is subject to commercial property tax in the Township of North Huron.
- (p) “Municipality” means the Township of North Huron
- (q) “Operator” means the Applicant named on a Multi-Vendor licence.
- (r) “Person” includes a corporation, organization, association and a partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law.
- (s) “Schedule” means all regulations attached to and forming part of this By-law including amendments thereto.
- (t) “Sign” means any surface, structure and other component parts, which are used or capable of being used as visual medium to attract attention to a specific subject matter for identification, information or advertising purposes and includes an advertising device or notice.

## **2. LICENCES REQUIRED**

- (a) No person shall carry on any of the following trades, businesses or occupations in the Township of North Huron as set out in Schedules “A” and “B” to this By-law, without a licence to do so issued by the municipality:
- (i) Food Vehicle including but not limited to a Chip Wagon, Mobile Barbecue Facility, Refreshment Vehicle, Refrigerated Bicycle Cart; and
  - (ii) Transient Trader
- (b) No licence issued under this By-law shall be valid unless all applicable fees, as set out in the Township of North Huron Consolidated Fees and Charges By-law are paid in full.

### **3. EXEMPTIONS**

No Person qualified below shall be required to pay a licence fee. However, they must obtain a licence in accordance with Section 4 of this By-law:

- (a) If the goods, wares, merchandise or produce are being sold on behalf of a non-profit or charitable organization;
- (b) If the goods, wares, merchandise or produce are sold by a local retailer, or by his or her employee, or by his or her agent.

### **4. APPLICATION FOR LICENCE**

- (a) No licence shall be issued to any Applicant under the age of 18 years without the written consent of the parent or guardian.
- (b) Every application for a licence under this By-law shall be made in writing using the prescribed form and shall be accompanied by the applicable licence fee, proof of insurance as set out in Section 7 of this By-law, all applicable items as set out in the various Schedules of this By-law, and proof of age if requested by the Clerk

### **5. LICENCE FEE**

The licensing fee schedule shall be as established in Schedule "O" of the North Huron Consolidated Fees and Charges By-law as amended or superseded from time to time.

### **6. LICENCE EXPIRY**

- (a) Day licence: every licence issued under this By-law, unless the same shall be revoked in accordance with Section 17 hereof, shall only be in effect for the day or days for which the licence has been issued and a new licence shall be required for each additional day(s) thereafter.
- (b) Annual licence: every licence issued under this By-law, unless the same shall be revoked in accordance with Section 17 hereof, shall only be in effect for the calendar year in which it is issued and shall expire on the 31<sup>st</sup> day of December next following the date of issue and a new licence shall be required for each calendar year thereafter.
- (c) Multi-vendor licence: every licence issued under this By-law, unless the same shall be revoked in accordance with Section 17 hereof, shall only be in effect for any one single event, for the duration of said event. Subsequent events shall be required to follow the application for licence process as set out in Section 4 of this By-law.

### **7. PROOF OF INSURANCE**

Every licensee shall keep in force and effect during the term of the licence, general liability insurance in connection with the trade, business or occupation licensed in the minimum amount of \$2,000,000.00 and proof of such insurance naming the Township of North Huron as additionally insured, shall be provided to the Clerk or an Inspector in the form of a Certificate of Insurance, prior to a licence being issued.

### **8. PARTNERSHIPS**

Where two or more persons carry on or engage in partnership in any of the trades, businesses or occupations set forth in any of the Schedules forming part of this By-law, the licence may be issued in the name of one partner only, but when the application for licence is made, the name and address of each member of the partnership shall be set out therein and all such partners shall be jointly and severally liable for compliance with the terms of the licence and this By-law.

## **9. ISSUE OF LICENCE**

Every licence issued in accordance with this By-law shall be issued in the name of the municipality by the Clerk.

## **10. MULTI-VENDOR LICENCE**

- (a) The operator may obtain one licence to cover all vendors at the following events:
  - (i) Antique/Collectible Show: Shall include the exhibiting or offering for sale, on a temporary basis, at one location, antique or collectible goods, wares or merchandise.
  - (ii) Craft Show: Shall include the exhibiting or offering for sale, on a temporary basis, at one location by craftspeople, goods, wares or merchandise which they themselves have produced.
  - (iii) Trade Show: Shall include the exhibiting or offering for sale, on a temporary basis, at one location by several manufacturers or distributors, goods, wares or merchandise which they themselves have produced or manufactured or are distributing on behalf of the producer or manufacturer.
  - (iv) Agricultural Farmers Market: Shall include the exhibiting or offering for sale, on a temporary basis, at one location, produce, baked goods and other goods, wares or merchandise.
  - (v) Special Event: Shall include such examples as festivals, sporting events, concerts or other similar community events taking place at which various Food Vehicles and/or Transient Traders may, on a temporary basis, at one location, offer for sale items pursuant to this By-law and any Schedules attached hereto.
- (b) It shall be the responsibility of the operator to ensure that all provisions as set out in this By-law and any Schedules attached hereto, have been followed and any applicable requirements met.
- (c) The operator shall provide proof of insurance as set out in Section 7, to the Clerk or Inspector, for all vendors covered under a multi-vendor licence.
- (d) The operator shall provide proof of permission to operate from the property owner, obtain zoning clearance and ensure that all relevant inspections and approvals have been obtained including those from building official, fire and health. All applicable inspections and approvals shall be obtained at the operators own expense.

## **11. LICENCE NOT TRANSFERABLE**

Every licence issued under this By-law shall be personal to the holder thereof and shall not be transferable or assignable from Person to Person or location to location and no licensee shall advertise or promote or carry on business under any name other than the name endorsed upon the licence issued to the licensee.

## **12. DISPLAY OF LICENCE**

- (a) Every Person issued a licence under this By-law, where such licence is applicable to a particular premises, shall ensure that said licence is posted on the premises in a conspicuous location clearly visible to the public at all times while the licence is in effect.
- (b) Every Person issued a licence under this By-law, where such licence is not applicable to a particular premises, shall ensure that the licence is in the licensee's possession at all times while engaged in business for which the licence was issued and such Person shall produce such licence upon request of the Clerk or an Inspector.

### **13. COMPLIANCE WITH OTHER LAWS REQUIRED**

The issuance of a licence under this By-law does not permit or condone the violation of any other law, statute or other regulation in effect in the Township of North Huron, the Province of Ontario or the Dominion of Canada.

### **14. GROUNDS FOR REFUSAL TO ISSUE OR RENEW A LICENCE**

The Clerk may refuse to issue or renew a licence where:

- (a) The fees due in respect to such licence have not been paid in full;
- (b) The application or any documents requisite to the licence being issued have not been completed or have been completed incorrectly or have not been provided to the Clerk; or
- (c) The Applicant or licensee is carrying on an activity that is, or will be, if the Applicant is licensed, in contravention of the By-law or any other law, statute or other regulation;
- (d) The grounds set out in Section 151 (4) of the *Municipal Act, S.O. 2001, c. 25*, as amended, are applicable, in the opinion of Council; or
- (e) The Applicant or licensee has ever been convicted of an offence under any provisions of this By-law

The Clerk shall provide in writing the particulars for refusing to issue or renewing a licence and information regarding the Appeal Process as outlined in Section 20 of this By-law.

### **15. REFUND OF FEE ON REFUSAL TO ISSUE OR RENEW A LICENCE**

When the Clerk refuses to issue or renew a licence, the licence fee paid for such issuance or renewal shall be full refunded.

### **16. ISSUANCE OR RENEWAL OF LICENCE ON TERMS AND CONDITIONS**

Notwithstanding any other provision of this By-law, the Clerk may issue a licence or renew a licence subject to such terms and conditions as in the opinion and discretion of the Clerk are necessary or appropriate to give effect to this By-law.

### **17. THE CLERK'S POWER TO REVOKE, SUSPEND OR CANCEL A LICENCE**

The Clerk may revoke, suspend or cancel a licence:

- (a) Where the licensee would be disentitled to a licence for any of the reasons set out in Section 14 of this By-law;
- (b) When the licensee is convicted of an offence under any provision of this By-law; or
- (c) Where the licensee is not in compliance with any of the provisions of this By-law.

### **18. REFUND OF FEE ON REVOCATION OF LICENCE**

When a licence is revoked, suspended or cancelled under Section 17 of this By-law, the licensee is entitled to a refund of that part of the licence fee which is proportionate to the unexpired part of the term for which the licence was issued.

### **19. REVOKED, SUSPENDED OR CANCELLED LICENCES TO BE RETURNED**

- (a) When a licence has been revoked, suspended or cancelled, the holder of the licence shall return the licence to the Clerk by the next business day following receipt of the written notice of the decision of the Clerk.

- (b) When a licensee has had his or her licence revoked, suspended or cancelled, the licensee shall not refuse to return the licence or shall not in any way obstruct or hinder the Clerk or an Inspector from obtaining the licence.

## **20. APPEAL PROCESS**

- (a) The Clerk shall provide in writing to the Applicant or licensee the particulars for refusing to issue, refusing to renew a licence or revoking, suspending or cancelling a licence including information regarding the Appeal Process as outlined in Section 20 to this By-law.
- (b) When an Applicant or licensee is not entitled to a licence as set out in Sections 14 and 17 of this By-law, the Applicant or licensee may appeal this decision and request a hearing to the Council of the Township of North Huron, within 14 days of the decision.
- (c) Upon receipt of a written request from an Applicant or licensee for a hearing, the Clerk shall provide the Applicant or licensee with written notice of the date, time and location of the hearing and such notice shall be provided at least twenty days prior to such hearing.
- (d) The provisions of the Statutory Power and Procedures Act, R.S.O. 1990, Chapter S.22, or any successor thereof, shall apply to all hearings conducted by Council under this By-law.
- (e) If the Applicant or licensee who has been sent notice of the hearing does not appear at the appointed time and place of the hearing, Council may proceed with the hearing in the absence of the Applicant or licensee.
- (f) Council may uphold or vary the recommendation of the Clerk or do any act or make any decision and the Applicant or licensee shall not be entitled to any further hearing on the matter before Council and the decision of Council shall be final.
- (g) The Council of the Township of North Huron may, by Resolution, delegate the holding of the aforesaid hearing, to a Committee of Council.

## **21. INSPECTIONS**

- (a) No Person who has or is required to have a licence under this By-law shall obstruct or hinder or permit the obstruction or hinderance of any inspection under this By-law.
- (b) The Clerk or an Inspector may at any reasonable time enter upon and inspect any premises in respect of which an application has been made for a licence or for which a licence has been issued under this By-law.

## **22. SIGNS**

Any Applicant or licensee shall ensure that signs comply with any applicable provisions as set out in the Township of North Huron Sign By-law and if applicable the County of Huron Sign By-law.

## **23. SPECIFIC PROVISIONS SET OUT IN SCHEDULES**

In addition to the provisions of this By-law, every holder of a licence shall comply with the specific provisions and regulations set out in the Schedules attached hereto and forming part of this By-law, as the same may be amended from time to time, which are applicable to the trade, business or occupation being conducted, operated or carried on by the licensee pursuant to the licence.

## **24. OFFENCE**

Every Person who contravenes any provision of this By-law or any Schedule of this By-law is guilty of an offence.

**25. PENALTIES**

Every Person who is convicted of an offence under any provision of this By-law or any Schedule to this By-law shall be liable to a penalty as set out in Section 61 of the *Provincial Offences Act, R.S.O. 1990, Chapter P.33* or any successor thereof.

**26. ULTRA VIRES**

It is hereby declared that notwithstanding that any section of this By-law, or parts thereof, may be found by any court of law to be invalid or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-law are separate and independent therefore and enacted as such.

**27. CONFLICT**

In the events of a conflict between any provision of this By-law and any other By-law in effect in the Township of North Huron or with any other law, statute or regulation applying to the municipality, the more restrictive requirement shall apply.

**28. REPEAL**

This by-law rescinds and repeals By-law No. 13-2004 and By-law No. 49-2004 and hereby supersedes all other By-laws passed under the Authority of this Act or its predecessors, thereof.

**29. EFFECTIVE DATE**

This by-law shall come into force on the 19<sup>th</sup> day of March, 2018.

READ A FIRST AND SECOND TIME THIS 19<sup>th</sup> DAY OF MARCH, 2018.

READ A THIRD TIME AND PASSED THIS 19<sup>th</sup> DAY OF MARCH, 2018.

CORPORATE SEAL

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Reeve Neil G. Vincent

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Clerk Richard Al

## **SCHEDULE “A”**

### **To By-law Number 17-2018**

#### **FOOD VEHICLES**

For the licensing, regulating and governing vehicles  
from which food items and refreshments  
are sold or offered for sale to the public for consumption by the public.

#### **1. INTERPRETATION**

In addition to the terms defined in Section 1 of this By-law, the following terms shall have the corresponding meanings for the purposes of this Schedule:

- (a) “Arterial Road” means any Highway with markings identifying more than two traffic lanes.
- (b) “Chip Wagon” means either a mobile or immobile vehicle either mounted on blocks or supported by a conventional wheel, tire and axle system from which food items are offered for sale or sold to the public.
- (c) “Food Vehicle” means a Chip Wagon, Mobile Barbecue Facility, Refreshment Vehicle or Refrigerated Bicycle Cart.
- (d) “Grocery Item” means food and household supplies normally sold at a store.
- (e) “Mobile Barbecue Facility” means an open-air barbecue affixed to a cart which is on wheels or is capable of being moved from place to place by a person on which food is prepared and sold or offered for sale to the public.
- (f) “Public Park” means a recreational area for public use that is owned or controlled by the municipality.
- (g) “Refreshment Vehicle” means a vehicle or other itinerant food premise from which pre-packaged food and grocery items are offered for sale or sold and from which no food is prepared except hot beverages.
- (h) “Refrigerated Bicycle Cart” means a manually propelled itinerant tricycle vehicle from which ice-cream, ice-cream cones, ice milk and other iced confectionery food items are offered for sale or sold to the public.
- (i) “Vehicle” shall have the same meaning as set out in the *Highway Traffic Act, R.S.O. 1990, Chapter H.8*

#### **2. APPLICATION OF SCHEDULE**

In addition to all other provision in this By-law, the provisions of this Schedule shall apply in respect of Food Vehicles.

#### **3. LICENCE REQUIRED**

No Person shall operate or permit the operation of any Food Vehicle within the Township of North Huron without a licence to do so issued by the municipality.



#### **4. GENERAL PROVISIONS**

- (a) In addition to the specific requirements set out herein, this Section shall apply to all Persons operating a Food Vehicle within the municipality.
- (b) Every licensee of a Food Vehicle shall ensure that every sign affixed to or used in conjunction with the Food Vehicle complies with any Township of North Huron sign by-laws or County of Huron sign by-laws.
- (c) Every licensee of a Food Vehicle shall supply a refuse container for his or her Food Vehicle to the satisfaction of the municipality and the licensee shall ensure that:
  - (i) Such refuse container is maintained in a position immediately adjacent to the Food Vehicle at all times;
  - (ii) All refuse generated from the operation of the licensee's Food Vehicle is contained in such refuse container;
  - (iii) All refuse generated from the licensee's Food Vehicle is disposed of in accordance with the municipality's By-laws; and
  - (iv) The adjoining area is kept in a clean, sanitary and attractive condition.
- (d) Every daily or multi-vendor licence issued shall expire at 12:00 am of the subsequent day for which the licence was issued. The Applicant may request a 1 or 2 hour extension if the Food Vehicle is providing a service required to support bar service for an event.
- (e) Every annual licence issued shall expire on December 31<sup>st</sup> in the year issued.

#### **5. DISPLAY OF LICENCE**

Every licensee of a Food Vehicle shall ensure that the licence is affixed to the Food Vehicle in a conspicuous location clearly visible to the public at all times while the Food Vehicle is in operation.

#### **6. APPLICATION FOR LICENCE**

- (a) Every Applicant for a licence to operate any Food Vehicle shall, in addition to the items set out in Section 4 of this By-law, submit to the Clerk:
  - (i) A letter from the owner of every property on which the Food Vehicle may be situated authorizing the Applicant to conduct such business from the property;
  - (ii) Proof of inspection of the Food Vehicle by the local Medical Officer of Health.

#### **7. CHIP WAGONS**

- (a) Every Person operating a Chip Wagon shall ensure that only non-alcoholic beverages are offered for sale or sold from the Chip Wagon.
- (b) No Person shall locate or operate a Chip Wagon within the municipality except on privately-owned property with a commercial zoning and no person shall locate or operate a Chip Wagon:
  - (i) On any Highway;
  - (ii) Within 6.5 metres of any corner of any intersection;

- (iii) Within 6.5 metres of any Highway;
  - (iv) Within 25 metres of any restaurant;
  - (v) Within 50 metres of any fuel filling station.
- (c) Every Applicant shall submit with the application the licensing fee as set out in the North Huron Consolidated Fees and Charges By-law.

## **8. MOBILE BARBECUE FACILITY**

- (a) Every licensee of a Mobile Barbecue Facility shall ensure that such Mobile Barbecue Facility is maintained and in good repair.
- (b) Every Person operating a Mobile Barbecue Facility shall ensure that only non-alcoholic beverages are sold or offered for sale from such Mobile Barbecue Facility.
- (c) No Person shall local or operate a Mobile Barbecue Facility:
  - (i) On a Highway;
  - (ii) Within 6 metres of any corner or intersection;
  - (iii) Within 6 metres of any Highway;
  - (iv) Within 25 metres of any restaurant;
  - (v) Within 50 metres of any fuel filling station;
  - (vi) In any manner or at any place where pedestrians are in any way obstructed or impeded from entering or exiting any building or structure on the property on which such Mobile Barbecue Facility is located;
  - (vii) On any property where, due to the area occupied by the Mobile Barbecue Facility, the minimum parking space requirement for such property is not in compliance with the municipality's zoning by-laws; or
  - (viii) On any property without first obtaining or having in place the required zoning for such use of the property.
- (d) Every Applicant shall submit with the application the licensing fee as set out in the North Huron Consolidated Fees and Charges By-law.

## **9. REFRESHMENT VEHICLE**

- (a) No Person shall offer for sale any goods from a Refreshment Vehicle on any Highway in the municipality.
- (b) Every licensee of a Refreshment Vehicle shall:
  - (i) Ensure that only prepackaged food and grocery items are offered for sale or sold from the Refreshment Vehicle and that no food is prepared therein except hot beverages; and
  - (ii) That such food item is prepackaged in individual servings and the date of preparation of the food item is clearly displayed on the package.
- (c) Every Applicant shall submit with the application the licensing fee as set out in the North Huron Consolidated Fees and Charges By-law.

## **10. REFRIGERATED BICYCLE CART**

- (a) Every licensee of a Refrigerated Bicycle Cart shall ensure that:
  - (i) Only ice-cream, ice-cream cones, ice milk and other iced confectionery products are offered for sale or sold from the Refrigerated Bicycle Cart;
  - (ii) All food items offered for sale or sold from said Refrigerated Bicycle Cart are individually wrapped;
  - (iii) The Refrigerated Bicycle Cart is equipped with a soft toned bell or chime in proper working order;
  - (iv) The Refrigerated Bicycle Cart is not operated on any Arterial Road within the municipality unless such Arterial Road has a separate bicycle lane clearly identified for the accommodation of bicycle traffic.
- (b) No licensee of a Refrigerated Bicycle Cart shall employ or allow anyone under the age of 15 years to operate the Refrigerated Bicycle Cart.
- (c) Every Applicant shall submit with the application the licensing fee as set out in the North Huron Consolidated Fees and Charges By-law.

## **11. EXEMPTIONS**

- (a) In addition to exemptions set out under Section 3 of this By-law, licensing fees associated with this By-law and any Schedules shall not apply to Food Vehicles:
  - (i) Operated in connection with a charitable fundraising event held on municipal property;
  - (ii) A community event held on municipal property and declared by resolution of Council as a Municipally Significant Event;
  - (iii) A food vehicle that is provided in conjunction with an event declared by resolution of Council as a Municipally Significant Event, and is required to service the scale or the audience and/or to satisfy conditions of a Municipal Alcohol Policy, and it is deemed that a local retailer is unwilling, unavailable or is already providing service for the event;
  - (iv) Or where written approval has been obtained from the municipality in advance.
- (b) As set out in Section 3 of this By-law, Persons deemed to be exempt from paying a licence fee must still obtain a licence in accordance with Section 4 of this By-law.

## **12. INSPECTIONS**

In addition to Section 21 of this By-law, every Person who operates a Food Vehicle shall not obstruct or hinder or permit the obstruction or hindrance of any inspection of the Food Vehicle by the local Medical Officer of Health or by any other Inspector.

## **SCHEDULE “B”**

### **To By-law Number 17-2018**

#### **TRANSIENT TRADER**

For the licensing, regulating and governing transient traders.

#### **1. INTERPRETATION**

In addition to the terms defined in Section 1 of this By-law, the following terms shall have the corresponding meanings for the purposes of this Schedule:

- (a) “Transient Trader” is a person who goes from place to place, or to a particular place with goods, wares or merchandise for sale, or who carries and provides samples, patterns or examples of any goods, wares or merchandise.

#### **2. APPLICATION OF SCHEDULE**

In addition to all other provisions of this By-law, the provisions of this Schedule shall apply in respect of Transient Traders.

#### **3. LICENCE REQUIRED**

- (a) No Person shall operate as a Transient Trader within the municipality without a licence to do so issued by the municipality.
- (b) A daily, annual or multi-vendor licence may be purchased subject to the provisions of this By-law.

#### **4. GENERAL PROVISIONS**

- (a) In addition to the specific requirements set out herein, this Section shall apply to all Persons operating as a Transient Trader within the municipality.
- (b) Every licensee identified as a Transient Trader shall ensure that every sign affixed to or used in conjunction with the Transient Trader complies with any Township of North Huron sign by-laws or County of Huron sign by-laws.
- (c) Every daily or multi-vendor licence issued shall expire at 12:00 am of the subsequent day for which the licence was issued.
- (d) Every annual licence issued shall expire on December 31st in the year issued.

#### **5. EXEMPTIONS**

- (a) This Schedule does not apply to the sale of goods or produce which have been grown in the municipality and are being sold or offered for sale by the grower on his or her own property.
- (b) As set out in Section 3 of this By-law, Persons deemed to be exempt from paying a licence fee must still obtain a licence in accordance with Section 4 of this By-law.

#### **6. APPLICATION FOR LICENCE**

- (a) Every Applicant for a Transient Trader’s licence shall submit to the Clerk:
  - (i) A letter from the owner of the property on which the sale is to take place authorizing the Applicant to conduct such a sale from the property;

- (ii) A statement in writing containing a full description of the goods, wares or merchandise that the Applicant proposes to sell or offer for sale under such licence.
- (b) Every Applicant shall submit with the application the licensing fee as set out in the North Huron Consolidated Fees and Charges By-law.

## **7. SALES LOCATIONS PROHIBITED**

- (a) No Transient Trader shall conduct a sale on any Highway or road allowance within the Township of North Huron.
- (b) No Transient Trader shall conduct a sale within 300 metres of any other existing business when the goods, wares or merchandise being sold or offered for sale are substantially the same as those being offered for sale by the other existing business.
- (c) No Transient Trader using a sidewalk from which to sell or offer for sale goods, wares or merchandise shall operate in such a manner as to obstruct such sidewalk or interfere with the normal use of such sidewalk by pedestrians.