



ADMINISTRATIVE REPORT

Report Date: October 22, 2015
Contact: Sarah Hicks
Contact No.: 604.873.7546
RTS No.: 11167
VanRIMS No.: 08-2000-20
Meeting Date: December 1, 2015

TO: Vancouver City Council
FROM: Chief Licence Inspector
SUBJECT: Amendments to the Metro West Inter-municipal Business Licence Program

RECOMMENDATION

- A. THAT Council approve the City of Vancouver's participation as a partner of the Metro West Inter-municipal Business Licence (IMBL) Program on a permanent basis with the City of Burnaby, Corporation of Delta, City of New Westminster, City of Richmond and City of Surrey; and the following program changes:
- (i) Amend the IMBL definition;
 - (ii) Simplify the revenue sharing model; and
 - (iii) Lengthen the revenue distribution interval.
- B. THAT Council instruct the Director of Legal Services to bring forward the necessary by-laws to amend the Inter-municipal Business Licence Agreement By-law No. 10757 and the Inter-municipal Business Licence By-law No. 10758 generally as shown in Appendices A and B.

REPORT SUMMARY

This report recommends adopting the Metro West IMBL Program permanently in order to allow businesses related to the construction industry to buy a single IMBL licence (\$250) in addition to their home municipality licence that entitles them to operate across the boundaries of the six partner municipalities. The program has been in Pilot phase since October 1, 2013 with great success in all six partner municipalities.

There has been positive feedback on the program as a result of streamlined licensing processes, cost savings and administrative efficiencies. With the support from the Ministry of Small Business and Red Tape Reduction (the 'Ministry'), staff from all six partner

municipalities are motivated to pursue a permanent continuation of the program to further enhance a healthier business environment and promote economic development. As the agreement between the six partner municipalities is due to expire on December 31, 2015, staff recommend four key improvement by-law amendments to be enacted on January 1, 2016. The amendments include adopting the program permanently; amending the IMBL definition to allow businesses that provide maintenance, repair and/or inspections of land and buildings to be eligible for the program; simplifying the revenue distribution model to make it easier for future expansion to include other interested municipalities and changing the revenue distribution interval from every six months to once a year.

COUNCIL AUTHORITY/PREVIOUS DECISIONS

On January 15, 2013, Council passed the following motion with respect to an Inter-Municipal Business Licence proposal:

“THEREFORE BE IT RESOLVED THAT Council ask staff and the Vancouver Economic Commission to report on the status of the city's work, including the feasibility of a pilot program, developed in partnership with the Board of Trade and other interested municipalities, to implement a mobile business licensing program.”

On May 28, 2013, Council approved the City of Vancouver's participation as a partner in a two-year pilot of an Inter-municipal Business Licence Pilot program with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond and the City of Surrey, entitled 'Metro West Inter-municipal Business Licence Pilot Program'.

CITY MANAGER'S/GENERAL MANAGER'S COMMENTS

The Acting City Manager and the Acting General Manager of Community Services RECOMMENDS approval of the above recommendations.

REPORT

Background/Context

In October 2013, the Metro West IMBL Pilot Program was jointly implemented in the six partner municipalities with the goal to review the effectiveness of the program prior to the expiry date of December 31, 2015.

At the time of the launch, there was significant participation and support from various organizations such as the Vancouver Economic Commission, Vancouver Board of Trade and Chambers of Commerce. In addition to press releases from the partner municipalities and the Ministry, there were a number of publications announced by these organizations promoting the program benefits to their members. A press conference was also held by the Ministry in conjunction with the partner municipalities endorsing the program.

The objective of this program is to advance the City's long term strategic goal of ensuring that Vancouver's business climate is dynamic and robust, by strengthening local businesses and economic development.

Prior to the IMBL partnership, construction related businesses were required to purchase a business licence from each municipality that they work in, which could potentially result in six separate licences and fees. Instead of paying for six licences, this program requires the construction related businesses to purchase two licences, a single IMBL licence (\$250) and their home municipality licence, which will permit them to operate in all six partner municipalities. This simplifies the licensing process, provides savings in business time and fees to the business and promotes a healthy economy.

Two separate by-laws were enacted to enable the IMBL implementation. The IMBL Agreement By-law allowed the City to enter into an agreement with the five partner municipalities. It addressed terms such as the revenue sharing formula, revenue distribution interval and the requirement to update the shared IMBL central database provided and maintained by the Ministry. The IMBL By-law specified various licensing terms including the \$250 IMBL fee.

Strategic Analysis

During the pilot program a Metro West IMBL committee composed of staff representatives from each participating municipality and the Ministry worked closely to ensure the successful development of the program. After careful review of the pilot program, the committee recommendation is to continue with the IMBL Program on a permanent basis.

Since the initial inception, the Metro West IMBL program has received positive feedback from the business community and continues to show steady growth. From the period of December 31, 2014 to date the data in Table 1 below, provided by the Ministry reported an overall increase of 19% in the number of IMBLs sold by the six participant municipalities. In respect to Vancouver, 479 IMBLs were sold in 2015 compared to 374 during the 2014 year, an increase of 28%.

Table 1 - Number of IMBLs sold in 2014 and 2015

Municipality	2014	2015
Burnaby	310	428
Delta	249	332
New Westminster	81	97
Richmond	359	361
Surrey	884	1009
Vancouver	374	479
Grand Total for Region	2257	2706

The following program amendments are supported by staff from all partner municipalities.

1. Extend Metro West IMBL Program

Staff from each of the six participating municipalities recommend adopting the program on a permanent basis to support the progression and growth of the IMBL program.

The IMBL Program has been positive for Vancouver and has helped support many construction and trade related businesses that would otherwise have to purchase multiple business licences to work in the participating municipalities. At the time of purchasing their IMBL, Vancouver businesses have regularly expressed to staff their appreciation of the time and cost savings that they benefit from through the program.

The Ministry acknowledges and congratulates local governments for supporting small business and red tape reduction in British Columbia; and encourages the continuation of the excellent work expanding partnerships with local governments and eligibility through the highly successful IMBL agreement. Reducing red tape and administrative burden for businesses is critical to ensuring British Columbia's economic competitiveness. Appendix C shows the Ministry's complete letter of support.

2. Amend IMBL definition

Staff have reviewed the existing definition and propose amending the existing definition to include businesses that may not be directly related to the construction industry but provide similar services e.g. janitorial and home inspector businesses.

The proposed definition is as follows:

'Inter-municipal Business' means a trades contractor or other professional related to the construction industry or a contractor that performs maintenance, repair and/or inspections of land and buildings outside of its *Principal Municipality*.

There are approximately 475 licences issued in 2015 for these additional businesses, of which 361 are Vancouver based businesses that will be eligible to purchase an IMBL from Vancouver. Based on the current construction-related IMBL uptake in Vancouver (13%) the estimated increase from the amended definition in Vancouver IMBL sales is \$11,750.

3. Simplify the revenue sharing formula

The current IMBL revenue sharing formula was derived from sales figures of non-resident contractor business license by each participating municipality at the start of the pilot program. The distribution is on a percentage basis for all six municipalities (Vancouver assessed at 24.3%). While the original formula was sufficient for the purpose of the pilot program, the percentage allocated to each participating municipality was calculated using data from a single year of sales, 2012. This can skew the percentage allocated to municipalities if any participating municipality experienced a building boom during the sample year. In addition to these concerns, the current method does not allow for ease of entry for any additional municipalities that may choose to join the program in the future.

In concurrence with the partner municipalities, staff propose a 90/10 revenue distribution model with the municipality that sells the IMBL licence retaining 90% of the IMBL sales and the remaining 10% distributed equally among the partner municipalities. This would provide flexibility to the program and promote future growth with additional municipalities.

Table 2 below illustrates the impact on City of Vancouver's revenue. The comparison is based on 2014 numbers as it represents a full calendar year sales under the IMBL program.

Table 2 - Revenue distribution under the current and proposed models based on 2014 figures

Description	# of IMBL sold	Cost per IMBL	IMBL Revenue	CURRENT MODEL ¹		PROPOSED MODEL ²		
				% share	Vancouver IMBL revenue	% share	Vancouver IMBL revenue	
Vancouver	374	\$250	\$93,500			90%	\$84,150	
Vancouver's partners	1883	\$250	\$470,750			10%	\$9,415	
IMBL Totals	2257		\$564,250	24.30%	\$137,113		\$93,565	
POTENTIAL ANNUAL IMPACT OF PROPOSED 90/10 MODEL								(\$43,548)

¹Current Model is based on the original % of non-resident licences of a municipality and projected IMBL sales.

²Proposed Model is based on selling municipality retaining 90% of IMBL sales and sharing 10% equally among 5 partners.

The proposed 90/10 model may result in reduced annual revenue of approximately \$44K, based upon 2014 data. This reduction is an impact of approximately 0.3% within Vancouver's annual business licence revenue of approximately \$15M.

As the program matures, staff believe that the long-term impact on licence revenue will be compensated by the program growth and increase in Vancouver's IMBL revenue. In 2015, a total of 479 IMBL licences have been sold to date; an indication of a 28% growth in Vancouver's IMBL sales. In addition, it may be viewed that any marginal revenue loss is balanced by the gains in supporting the success of small businesses in Vancouver.

4. Lengthen revenue distribution interval

The current IMBL agreement specifies that the revenue collected from IMBL sales be distributed in six month intervals. Given the time and resources needed to complete this task and the proposed change in revenue sharing formula where each municipality retains 90% of the IMBL sales sold, staff recommend distributing the lesser 10% of the IMBL revenue on an annual basis rather than the current bi-annual practice.

The form of agreement attached as Appendix A incorporates the above noted changes to the Agreement, and must be ratified by By-law in accordance to section 192.1 of the Vancouver Charter. As well, the proposed changes to the Inter-municipal Business Licence By-law are set out in Appendix B and that By-law must be amended in order for those changes to become law.

Implications/Related Issues/Risk(if applicable)

Financial

Although the proposed revenue distribution model may reduce the City of Vancouver's share of annual IMBL revenue, the current data shows that the marginal revenue loss of approximately \$44K is insignificant compared to the overall annual licence revenue of \$15M.

Furthermore, 2015 IMBL sales in Vancouver have indicated a 28% increase to date. If the proposed IMBL definition is approved, Vancouver's IMBL sales have the potential to increase further by \$11,750 or more. As such, staff believe that the continuance of the program will encourage compliance, increase IMBL sales and stimulate economic growth within the region.

CONCLUSION

After two years of successful operation of the Metro West IMBL Pilot Program, City Councils of the five partner municipalities have recently approved their respective cities' permanent participation in the program.

In order for Vancouver to continue in this successful partnership, staff recommend that Council approve the City of Vancouver's participation in the program on a permanent basis, as well as the other improvement measures detailed in this report. The improved 90/10 revenue distribution model which is agreed by all partners is reasonable and will allow other interested municipalities to benefit from this program.

These changes will further streamline and enhance the Metro West IMBL program; and advance Vancouver's dynamic business climate to further promote economic development in the region.

* * * * *

Schedule A

Inter-municipal Business Licence Agreement

WHEREAS the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver (hereinafter the "*Participating Municipalities*") wish to permit certain categories of Businesses to operate across their jurisdictional boundaries while minimizing the need to obtain a separate municipal business licence in each jurisdiction;

NOW THEREFORE the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver agree as follows:

1. The *Participating Municipalities* agree to establish an inter-municipal business licence scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.
2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a by-law to implement ~~the~~ a permanent inter-municipal business licence scheme effective ~~October 1, 2013~~ January 1, 2016.
3. ~~The term of this Agreement and the inter-municipal business licence scheme will be October 1, 2013 to December 31, 2015.~~

3. In this Agreement:

"Business" has the meaning in the *Community Charter*;

"Community Charter" means the *Community Charter*, S.B.C. 2003, c.26;

"Inter-municipal Business" means a trades contractor or other professional related to the construction industry ~~that provides a service or product other than from their Premises or~~ a contractor who performs maintenance, repair and/or inspections of land and buildings outside of its *Principal Municipality*;

"Inter-municipal Business Licence" means a business licence which authorizes an *Inter-municipal Business* to be carried on within the jurisdictional boundaries of any or all of the *Participating Municipalities*;

"Inter-municipal Business Licence By-law" means the by-law adopted by the Council of each *Participating Municipality* to implement the inter-municipal business licence scheme contemplated by this Agreement;

"Municipal Business Licence" means a licence or permit, other than an *Inter-municipal Business Licence*, issued by a *Participating Municipality* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

"Participating Municipality" means any one of the "*Participating Municipalities*";

“Person” has the meaning in the *Interpretation Act*, R.S.B.C. 1996, c. 238;

“Premises” means one or more fixed or permanent locations where the *Person* ordinarily carries on *Business*;

“Principal Municipality” means the *Participating Municipality* where a *Business* is located or has *Premises*; and

“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c.55.

4. Subject to the provisions of the *Inter-municipal Business Licence By-law*, the *Participating Municipalities* will permit a *Person* who has obtained an *Inter-municipal Business Licence* to carry on *Business* within any *Participating Municipality* for the term authorized by the *Inter-municipal Business Licence* without obtaining a *Municipal Business Licence* in the other *Participating Municipalities*.

5. A *Principal Municipality* may issue an *Inter-municipal Business Licence* to an applicant if the applicant is an *Inter-municipal Business* and meets the requirements of the *Inter-municipal Business Licence By-law*, in addition to the requirements of the *Principal Municipality's* by-law that applies to a *Municipal Business Licence*.

6. Notwithstanding that a *Person* may hold an *Inter-municipal Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* in other *Participating Municipalities*, the *Person* must still comply with all other regulations of any municipal business licence by-law or regulation in addition to any other by-laws that may apply within any jurisdiction in which the *Person* carries on *Business*.

7. An *Inter-municipal Business Licence* must be issued by the *Participating Municipality* in which the applicant maintains *Premises*.

8. The *Participating Municipalities* will require that the holder of an *Inter-municipal Business Licence* also obtain a *Municipal Business Licence* for *Premises* that are maintained by the licence holder within the jurisdiction of a *Participating Municipality*.

9. The *Inter-municipal Business Licence* fee is \$250 and is payable to the *Principal Municipality*.

10. The *Inter-municipal Business Licence* fee is separate from and in addition to any *Municipal Business Licence* fee that may be required by a *Participating Municipality*.

11. Despite ~~paragraphs 17(a) and (b)~~ [section 15](#), the *Inter-municipal Business Licence* fee will not be pro-rated.

12. The *Participating Municipalities* will distribute revenue generated from *Inter-municipal Business Licence* fees amongst all *Participating Municipalities* based on the ~~revenue sharing formula referred to in Schedule 1 to this Agreement~~ [Principal Municipality retaining 90% of the *Inter-municipal Business Licence* fee and the remaining 10% distributed equally to the remaining *Participating Municipalities*.](#)

13. The *Participating Municipalities* will review the Inter-municipal business licence scheme and the revenue sharing formula established by this Agreement from time to time and may alter the formula in ~~Schedule 1~~ [section 12](#) by written agreement of all *Participating Municipalities*.

~~14. The first distribution of revenue generated from *Inter-municipal Business Licence* fees will take place following the nine month period of October 1, 2013 to June 30, 2014.~~

~~15. After June 30, 2014, each subsequent distribution of revenue generated from *Inter-municipal Business Licence* fees will take place following each subsequent six month period.~~

14. The revenue generated from *Inter-municipal Business Licence* fees collected from January 1 to December 31 inclusive that is to be distributed to other *Participating Municipalities*, in accordance with [section 12](#), will be distributed by February 28 of the year following the year in which fees were collected. The *Participating Municipalities* will designate one municipality, which may change from time to time, to calculate and distribute the revenue generated from *Inter-municipal Business Licence* fees.

15. The length of term of an *Inter-municipal Business Licence* is twelve (12) months, except that: at the option of a *Principal Municipality*, the length of term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*.

~~(a) at the option of a *Participating Municipality*, the length of term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*; and~~

~~(b) any *Inter-municipal Business Licence* issued on or after January 1, 2015 will expire on December 31, 2015.~~

16. An *Inter-municipal Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal Business Licence* is suspended or cancelled or a *Participating Municipality* withdraws from the inter-municipal business licence scheme among the *Participating Municipalities* in accordance with the *Inter-municipal Business Licence By-law*.

17. Each *Participating Municipality* will share a database of *Inter-municipal Business Licences*, which will be available for the use of all *Participating Municipalities*.

18. Each *Participating Municipality* which issues an *Inter-municipal Business Licence* will promptly update the shared database after the issuance of that licence.

19. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and suspend an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The suspension will be in effect throughout all of the *Participating Municipalities* and it will be unlawful for the holder to carry on the *Business*

authorized by the *Inter-municipal Business Licence* in any *Participating Municipality* for the period of the suspension.

20. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and cancel an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to cancel a business licence under the *Community Charter* or *Vancouver Charter* or the business licence by-law of the *Participating Municipality*. The cancellation will be in effect throughout all of the *Participating Municipalities*.

21. The cancellation of an *Inter-municipal Business Licence* under section ~~22~~ 20 will not affect the authority of a *Participating Municipality* to issue a business licence, other than an *Inter-municipal Business Licence*, to the holder of the cancelled *Inter-municipal Business Licence*.

22. Nothing in this Agreement affects the authority of a *Participating Municipality* to suspend or cancel any business licence issued by that municipality or to enact regulations in respect of any category of *Business* under section 15 of the *Community Charter* or sections 272, 273, 279A, 279A.1, 279B, and 279C of the *Vancouver Charter*.

23. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the inter-municipal business licence scheme among the *Participating Municipalities*, and the notice must:

- (a) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal Business Licences*, which date must be at least six months from the date of the notice; and
- (b) Include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal Business Licence* scheme.

24. Prior to the effective date of a withdrawal under section ~~25~~–23 of this Agreement, the remaining *Participating Municipalities* will review and enter into an agreement to amend the revenue distribution formula set out in ~~Schedule 1~~ section 12 of this Agreement.

25. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Council of the *Participating Municipalities*. Further, nothing contained or implied in this Agreement shall prejudice or affect the *Participating Municipalities'* rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter*, *Vancouver Charter*, or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the *Participating Municipalities'* discretion, and the rights, powers, duties and obligations under all public and private statutes, by-laws, orders and regulations, which may be, if each *Participating Municipality* so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the *Participating Municipalities*.

26. Despite any other provision of this Agreement, an *Inter-municipal Business Licence* granted in accordance with the *Inter-municipal Business Licence Bylaw* does not grant the holder a licence to operate in any jurisdiction other than within the jurisdictional boundaries of the *Participating Municipalities*. Furthermore, a business licence granted under any other inter-municipal business licence scheme is deemed not to exist for the purposes of this Agreement even if a *Participating Municipality* is a participating member of the other inter-municipal business licence scheme.

27. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the Participating Municipalities are not signatories to the original or the same counterpart.

SIGNED AND DELIVERED on behalf of the *Participating Municipalities*, the Councils of each of which has, by By-law, ratified this agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

The City of Burnaby

Mayor _____

City Clerk _____

Date _____

The Corporation of Delta

Mayor _____

Clerk _____

Date _____

The City of New Westminster

Mayor _____

Clerk _____

Date _____

The City of Richmond

Chief Administrative Officer _____

General Manager _____

Corporate and Financial Services _____

Date _____

The City of Surrey

Mayor _____

Clerk _____

Date _____

The City of Vancouver
Director of Legal Services _____

Date _____

Schedule 1

The revenue generated from Inter-municipal Business Licence fees will be distributed based on the following revenue sharing formula:

Participating Municipality	% share of revenue generated from Inter-municipal Business Licence fees
City of Burnaby	14.37%
Corporation of Delta	9.67%
City of New Westminster	9.34%
City of Richmond	18.86%
City of Surrey	23.46%
City of Vancouver	24.30%
Total	100%

BY-LAW NO.10758

A By-law to enter into an Inter-municipal Business Licence Scheme

WHEREAS the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver (the "*Participating Municipalities*") wish to permit certain categories of Businesses to operate across their jurisdictional boundaries while minimizing the need to obtain a separate municipal business licence in each jurisdiction;

AND WHEREAS each of the *Participating Municipalities* has or will adopt a similar by-law and has or will enter into an agreement with the other *Participating Municipalities* to implement the inter-municipal business licence scheme;

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. There is hereby established an inter-municipal business licence scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.

~~2. The inter-municipal business licence scheme established by this By-law will be in effect for a 27-month period, from October 1, 2013 to December 31, 2015.~~

2. In this By-law:

"*Business*" has the meaning in the *Community Charter*;

"*Community Charter*" means the *Community Charter*, S.B.C. 2003, c.26;

"*Inter-municipal Business*" means a trades contractor or other professional related to the construction industry ~~that provides a service or product other than from their *Premises* or a contractor who performs maintenance, repair and/or inspections of land and buildings outside of its *Principal Municipality*;~~

"*Inter-municipal Business Licence*" means a business licence which authorizes an *Inter-municipal Business* to be carried on within the jurisdictional boundaries of any or all of the *Participating Municipalities*;

"*Municipal Business Licence*" means a licence or permit, other than an *Inter-municipal Business Licence*, issued by a *Participating Municipality*, that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

"*Participating Municipality*" means any one of the *Participating Municipalities*;

"*Person*" has the meaning in the *Interpretation Act*, R.S.B.C. 1996, c. 238;

“Premises” means one or more fixed or permanent locations where the *Person* ordinarily carries on *Business*;

“Principal Municipality” means the *Participating Municipality* where a *Business* is located or has a *Premises*; and

“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c.55.

3. Subject to the provisions of this By-law, the *Participating Municipalities* will permit a *Person* who has obtained an *Inter-municipal Business Licence* to carry on *Business* within any *Participating Municipality* for the term authorized by the *Inter-municipal Business Licence* without obtaining a *Municipal Business Licence* in the other *Participating Municipalities*.

4. A *Principal Municipality* may issue an *Inter-municipal Business Licence* to an applicant if the applicant is an *Inter-municipal Business* and meets the requirements of this By-law, in addition to the requirements of the *Principal Municipality’s* By-law that applies to a *Municipal Business Licence*.

5. Notwithstanding that a *Person* may hold an *Inter-municipal Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* in other *Participating Municipalities*, the *Person* must still comply with all other regulations of any *Municipal Business Licence* By-law or regulation in addition to any other by-laws that may apply within any jurisdiction in which the *Person* carries on *Business*.

6. An *Inter-municipal Business Licence* must be issued by the *Participating Municipality* in which the applicant maintains *Premises*.

7. The *Participating Municipalities* will require that the holder of an *Inter-municipal Business Licence* also obtain a *Municipal Business Licence* for *Premises* that are maintained by the licence holder within the jurisdiction of the *Participating Municipality*.

8. The *Inter-municipal Business Licence* fee is \$250 and is payable to the *Principal Municipality*.

9. The *Inter-municipal Business Licence* fee is separate from and in addition to any *Municipal Business Licence* fee that may be required by a *Participating Municipality*.

10. Despite the provisions of section 11-12(a) and (b), the *Inter-municipal Business Licence* fee will not be pro-rated.

11. The term of an *Inter-municipal Business Licence* is twelve (12) months, except that: ~~at the option of a *Principal Municipality*, the term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*.~~

~~(a) at the option of a *Participating Municipality*, the term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-*~~

~~municipal Business Licence with the expiry date of the Municipal Business Licence;
and~~

~~(b) any Inter-municipal Business Licence issued on or after January 1, 2015 will expire
on December 31, 2015.~~

12. An *Inter-municipal Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal Business Licence* is suspended or cancelled or a *Participating Municipality* withdraws from the inter-municipal licensing scheme in accordance with this By-law.

13. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and suspend an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The suspension will be in effect throughout all of the *Participating Municipalities* and it will be unlawful for the licence holder to carry on the *Business* authorized by the *Inter-municipal Business Licence* in any *Participating Municipality* for the period of the suspension.

14. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and cancel an *Inter-municipal Business Licence* in relation to conduct by the licence holder within the *Participating Municipality* which would give rise to the power to cancel a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The cancellation will be in effect throughout all of the *Participating Municipalities*.

15. The cancellation of an *Inter-municipal Business Licence* under section ~~15-14~~ will not affect the authority of a *Participating Municipality* to issue a business licence, other than an *Inter-municipal Business Licence*, to the holder of the cancelled *Inter-municipal Business Licence*.

16. Nothing in this By-law affects the authority of a *Participating Municipality* to suspend or cancel any business licence issued by that municipality or to enact regulations in respect of any category of *Business* under section 15 of the *Community Charter* or sections 272, 273, 279A, 279A.1, 279B, and 279C of the *Vancouver Charter*.

17. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the inter-municipal business licensing scheme and the notice must:

- (c) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal Business Licences*, which date must be at least six months from the date of the notice; and
- (d) include a certified copy of the Council resolution or bylaw authorizing the municipality's withdrawal from the *Inter-municipal Business Licence* scheme.

18. The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of any other provisions of this By-law and any such invalid or unenforceable provision shall be deemed to be severable.

19. Despite any other provision of this By-law, an *Inter-municipal Business Licence* granted in accordance with this By-law does not grant the holder a licence to operate in any jurisdiction other than within the jurisdictional boundaries of the *Participating Municipalities*.

20. A business licence granted under any other inter-municipal business licence scheme is deemed not to exist for the purposes of this By-law, even if a *Participating Municipality* is a participating member of the other inter-municipal business licence scheme.

21. The name of this By-law, for citation, is the "*Inter-municipal Business Licence By-law*".

22. This By-law shall come into force and take effect on the 1st day of ~~October, 2013~~ **January, 2016**.

Letter of support from the Ministry of Small Business and Red Tape Reduction



Ref: 37057

October 14, 2015

Dear Mayor and Council:

The Ministry of Small Business and Red Tape Reduction wishes to acknowledge and celebrate the leadership your local government is displaying through your Mobile Business Licence (MBL) agreement. Reducing red tape and administrative burden for businesses is critical to ensuring British Columbia's economic competitiveness.

An ongoing MBL agreement continues to support your local government with increased licencing compliance, reduced administrative burden, reduced business licence application processing overall, improved information flow between local governments and increased ability to monitor compliance. Residents benefit from increased choice and consumer confidence in service providers. Ultimately, your MBL agreement makes it easier for small businesses to operate by removing barriers and reducing frustration.

I would like to congratulate and encourage you to continue your excellent work expanding partnerships with local governments and eligibility through your highly successful MBL agreement.

Thank you for supporting small business and red tape reduction in British Columbia.

If you have any questions or concerns about the MBL program, please do not hesitate to contact Mr. Darby Cameron, Senior Policy Analyst with the Small Business Branch, at 250 387-4699.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim McEwan".

Tim McEwan
Deputy Minister

pc: Ms. Christine Little
Assistant Deputy Minister
Small Business and Red Tape Reduction Division

Mr. Darby Cameron