

NO: R211

COUNCIL DATE: November 4, 2024

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **October 30, 2024**

FROM: **General Manager, Corporate Services**

FILE: **3900-01**

SUBJECT: **Fraser Valley Inter-Municipal Business License Program**

RECOMMENDATION

The Corporate Services Department recommends that Council:

1. Receive this report as information;
2. Authorize the City Clerk to bring forward for the required readings, an amending bylaw as documented in Appendix "I" to this report, related to the *Fraser Valley Inter-Municipal Business License By-law, 2012, No. 17809* (the "IMBL By-law") which, if adopted, will include the Village of Harrison Hot Springs as a participating municipality in the IMBL Bylaw; and
3. Authorize the City Clerk to bring forward for enactment the bylaw, substantially in the form attached as Appendix "II" (the "Agreement Bylaw"), necessary to enter into an Inter-Municipal Business License Scheme agreement for the Fraser Valley.

BACKGROUND

Inter-municipal business licences ("IMBLs") support dynamic local and regional economies. They reduce administrative and cost burdens by allowing eligible businesses to operate in multiple municipalities with the purchase of a single licence. The terms and conditions of an IMBL including the fee and licence administration are articulated in a set of common bylaws enacted by each participating municipality. In BC there are 17 IMBL partnerships between 104 municipalities.

The City of Surrey participates in the Fraser Valley IMBL program which launched as a pilot in 2013 for businesses in the construction industry to operate in City of Surrey, Township of Langley, City of Langley, City of Abbotsford, City of Maple Ridge, City of Pitt Meadows, District of Mission, City of Chilliwack and the District of Hope. In 2015 the participating municipalities agreed to make the IMBL permanent, and to add the City of Delta and the District of Kent as participating municipalities to the Fraser Valley IMBL scheme. It also added businesses that repair, inspect and maintain land and buildings (for example arborists, building inspectors and janitors, etc.) to the program.

Under provisions of the IMBL Bylaw, businesses must obtain a business licence in their home municipality (the municipality where they maintain their primary business premises) and for an additional fee, they receive an IMBL. A condition of the IMBL is that businesses are required to comply with relevant by-law conditions of each municipality in which they work.

Under the IMBL scheme, 90% of the revenue generated from business licenses is retained by the municipalities where the business is primarily located. The remaining 10% is allocated equally among the other partner cities.

DISCUSSION

Village of Harrison Hot Springs

The Village of Harrison Hot Springs has requested to join the Fraser Valley IMBL scheme. This request was reviewed and approved in principal by the Fraser Valley IMBL working group. The IMBL working group is composed of representatives from all participating municipalities and the Ministry of Jobs, Economic Development and Innovation. All municipalities currently participating in the IMBL program have also endorsed the addition of the Village of Harrison Hot Springs and have taken, or are in the process of taking, the necessary amendments to their respective councils.

Staff recommend the inclusion of the Village of Harrison Hot Springs in the Fraser Valley IMBL scheme and do not anticipate any material budget impacts if Council chooses to accept this amendment.

Inter-Municipal Business License Agreement

Since the IMBL group was formed in 2012, no formal partnership agreement has ever been in place. At a recent IMBL group meeting, all participating municipalities expressed a desire to develop an agreement bylaw that all members of the partnership would be required to implement. This agreement aims to establish uniform protocols with consistent wording across municipalities. Practically speaking, this will not result in any changes to the current IMBL scheme.

LEGAL SERVICES REVIEW

Legal Services has reviewed this report.

CONCLUSION

Based on the above information, it is recommended that Council approve the proposed amendments to the IMBL Bylaw and enact the Agreement Bylaw.

Joey Jatinder Singh Brar
General Manager, Corporate Services

Appendix "I": Proposed amendments to *Fraser Valley Inter-Municipal Business Licence Bylaw*
Appendix "II": Proposed bylaw *Fraser Valley Inter-Municipal Business Licence Agreement Bylaw*

CITY OF SURREY

~~BY-LAW~~BYLAW NO. 17809

A ~~by-law~~ to enter into an Inter-Municipal Business Licence Scheme

As amended by ~~By-law~~Bylaw No. 18021, 07/29/13; 18104, 11/25/13; 18541, 11/16/15; 18872, 10/24/16

THIS IS A CONSOLIDATED ~~BY-LAW~~BYLAW PREPARED BY THE CITY OF SURREY FOR CONVENIENCE ONLY. THE CITY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS CONSOLIDATION IS CURRENT. IT IS THE RESPONSIBILITY OF THE PERSON USING THIS CONSOLIDATION TO ENSURE THAT IT ACCURATELY REFLECTS CURRENT ~~BY-LAW~~BYLAW PROVISIONS.

- (a) WHEREAS Fraser Valley municipalities wish to enter into an agreement with one-another to permit certain categories of Businesses to operate across municipal jurisdictions within the Fraser Valley region while minimizing the need to obtain a separate Municipal Business Licence in each jurisdiction;
- (b) AND WHEREAS each of the undersigned local governments (herein called singularly the Participating Municipality or as a group the "Participating Municipalities") has adopted this ~~By-law~~Bylaw;

NOW THEREFORE the Council of the City of Surrey, in open meeting assembled, enacts as follows:

- 1. There is hereby established an inter-municipal business licence scheme, pursuant to section 14 of the *Community Charter* and according to the terms and conditions of this ~~By-law~~Bylaw.
- 2. Deleted - Bylaw 18541 - 11/16/2015
- 3. This ~~By-law~~Bylaw may be cited as for all purposes as "Fraser Valley Inter-Municipal Business Licence ~~By-law~~Bylaw, 2012, No. 17809" ("~~Inter-Municipal Business Licence Bylaw~~").
- 4. In this ~~By-law~~Bylaw:

"Business" has the meaning as defined by the *Community Charter*;

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

"Mobile Business" means a trades contractor or other professional (related to the construction industry) or a contractor who performs maintenance and/or repair of land & buildings from other than their Premises;

“*Inter-Municipal Business Licence*” means a business licence which authorizes a Mobile Business to be carried on within the jurisdictional boundaries of any or all of the Participating Municipalities in accordance with this ~~By-law~~Bylaw and will be in addition to a Municipal Business Licence;

“*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 those of the following municipalities that have adopted this ~~By-law~~Bylaw:

City of Abbotsford	Township of Langley
City of Chilliwack	City of Maple Ridge
Corporation-City of Delta	District-City of Mission
District of Hope	City of Pitt Meadows
District of Kent	City of Surrey
City of Langley	<u>Village of Harrison Hot Springs</u>

“*Person*” has the meaning as defined by the *Interpretation Act*, ~~S.B.C.R.S.B.C.~~ 1996, c. 238;

“*Premises*” means a fixed or permanent location where the Person ordinarily carries on Business; and

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

5. Subject to provisions of the Inter-Municipal Business Licence Bylaw, the Participating Municipalities will permit a sections 6 and 8, a Person who has obtained an Inter-Municipal Business Licence ~~may 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.
6. A Principal Municipality may issue an Inter-Municipal Business Licence to an applicant for an Inter-Municipal Business Licence provided the applicant is a Mobile Business and meets the requirements of this ~~By-law~~Bylaw in addition to the requirements of the Municipal Business Licence ~~by-law~~Bylaw of the Principal Municipality.
7. 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~~Bylaw or regulation in addition to any other ~~by-law~~Bylaws that may apply within any jurisdiction in which the Person carries on Business.
8. A Person that operates a Mobile Business may only apply for an Inter-Municipal Business Licence from the Participating Municipality in which they maintain a Premises.

9. Neither this ~~By-law~~Bylaw nor the issuance of an Inter-Municipal Business Licence eliminates a requirement of a holder of an Inter-Municipal Business Licence to obtain a Municipal Business Licence for each Premises that is maintained within the jurisdiction of the Participating Municipality.
10. The Inter-Municipal Business Licence fee is \$250 and is payable to the Principal Municipality. The Inter-Municipal Business Licence fee is separate and additional to any Municipal Business Licence fee that may be required.
- ~~10.~~
11. Notwithstanding that some Participating Municipalities pro-rate their Municipal Business Licence fee, the Inter-Municipal Business Licence fee must not be pro-rated.
12. The revenue generated from Inter-Municipal Business Licence fees is shared amongst all Participating Municipalities using the revenue sharing formula referred to in Schedule "A" of this ~~By-law~~Bylaw.
13. The Participating Municipalities agree that the revenue sharing formula will be reviewed from time to time, and will be altered as necessary upon agreement of all Participating Municipalities.
14. The revenue generated from Inter-Municipal Business Licen~~sc~~e fees collected by the Participating Municipalities will be distributed by each Participating Municipality to the other Participating Municipalities as follows:
 - (a) The revenue generated from Inter-Municipal Business Licen~~sc~~e fees collected from January 1 to December 31 inclusive will be distributed by February 28 of the year following the year in which the fees were collected.
15. The term of the Inter-Municipal Business Licence is the same as the term for the Municipal Business Licence issued by the Principal Municipality for that Business category.
16. An Inter-Municipal Business Licence issued within the 12 month term of the Inter-Municipal business licence scheme established by this ~~By-law~~Bylaw shall, until its term expires, remain valid within the jurisdictional boundaries of any or all of the Participating Municipalities.
17. Each Participating Municipality shall provide the other Participating Municipalities with information regarding the Inter-Municipal Business Licences that it issues by way of regular updates on a shared database that is available to all Participating Municipalities.
18. 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 the Municipal Business Licence ~~by-law~~Bylaw or regulation of the Participating Municipality. The suspension shall be in effect throughout all of the Participating Municipalities and it shall 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.

19. If the Council of a Participating Municipality is of the opinion that reasonable cause exists to cancel an Inter-Municipal Business Licence issued by another of the Participating Municipalities, then it may by resolution reciting the details of such reasonable cause request the Principal Municipality that issued the licence to consider whether or not the licence should be cancelled pursuant to section 15 or section 60(2) of the *Community Charter*.
20. Any resolution made under section 19 of this ~~By-law~~Bylaw shall be communicated in writing to the Principal Municipality that issued the Inter-Municipal Business Licence, together with such documentary evidence of the reasonable cause as may be available, and such Principal Municipality shall as soon thereafter as reasonably possible consider whether the Inter-Municipal Business Licence should be cancelled.
21. In making any decision as to whether to cancel an Inter-Municipal Business Licence under section 19 of this ~~By-law~~Bylaw or section 15 or section 60(2) of the *Community Charter*, the Principal Municipality shall approach the matter as if the conduct complained of had occurred within its own jurisdictional boundaries.
22. The Principal Municipality will retain the authority to hear related reconsiderations or appeals of suspensions and cancellations of Inter-Municipal Business Licences.
23. Nothing in this ~~By-law~~Bylaw 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*.
24. The invalidity or unenforceability of any provision of this ~~By-law~~Bylaw shall not affect the validity or enforceability of any other provisions of this ~~By-law~~Bylaw and any such invalid or unenforceable provision shall be deemed to be severable.
25. In the event of an inconsistency between this ~~By-law~~Bylaw and any other ~~by-law~~Bylaw relating to business licencing of a Participating Municipality, the provisions of this ~~By-law~~Bylaw shall take precedence.
- ~~26. — Despite any other provision of this ~~By-law~~Bylaw, an Inter-Municipal Business Licence granted in accordance with this ~~By-law~~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 ~~By-law~~Bylaw even if a Participating Municipality is a participating member of the other inter-municipal business licence scheme.~~

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

PASSED FIRST READING on the 10th day of December, 2012.

PASSED SECOND READING on the 10th day of December, 2012.

PASSED THIRD READING on the 10th day of December, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 10th day of December, 2012.

_____MAYOR

_____CLERK

Schedule "A"

The revenue generated from Inter-Municipal Business License fees is shared on the following formula:

The Principal Municipality is to retain 90% of the fee collected and the remaining 10% is to be distributed evenly to the remainder of the Participating Municipalities.

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CITY OF SURREY

BYLAW NO. #####

A Bylaw to enter into an agreement among the City of Abbotsford, the City of Chilliwack, the City of Delta, the Village of Harrison Hot Springs, the District of Hope, the District of Kent, the City of Langley, the Township of Langley, the City of Maple Ridge, the City of Mission, the City of Pitt Meadows, and the City of Surrey (the "Participating Municipalities") regarding an Inter-Municipal Business Licence Scheme

.....

The Council of the City of Surrey, ENACT AS FOLLOWS:

1. The City is authorized to enter into an Agreement with the City of Abbotsford, the City of Chilliwack, the City of Delta, the Village of Harrison Hot Springs, the District of Hope, the District of Kent, the City of Langley, the Township of Langley, the City of Maple Ridge, the City of Mission, the City of Pitt Meadows, and the City of Surrey, in substantially the form and substance of the Agreement attached to this Bylaw as Schedule "A".
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Agreement.
3. Schedule "A" forms a part of this Bylaw.
4. This Bylaw may be cited for all purposes as "Fraser Valley Inter-Municipal Business Licence Agreement Bylaw, 2024, No. #####"

This Bylaw comes into force and takes effect on the date of adoption.

PASSED FIRST READING on the ____ day of _____, 2024.

PASSED SECOND READING on the ____ day of _____, 2024.

PASSED THIRD READING on the ____ day of _____, 2024.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of _____, 2024.

_____MAYOR

_____CLERK

Schedule "A"

Inter-Municipal Business Licence Agreement

This Agreement made the _____ day of _____, _____

WHEREAS the City of Abbotsford, the City of Chilliwack, the City of Delta, the Village of Harrison Hot Springs, the District of Hope, the District of Kent, the City of Langley, the Township of Langley, the City of Maple Ridge, the City of Mission, the City of Pitt Meadows, and the City of Surrey (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 Abbotsford, the City of Chilliwack, the City of Delta, the Village of Harrison Hot Springs, the District of Hope, the District of Kent, the City of Langley, the Township of Langley, the City of Maple Ridge, the City of Mission, the City of Pitt Meadows, and the City of Surrey agree as follows:

1. The Participating Municipalities agree to establish an Inter-Municipal Business Licence scheme among the Participating Municipalities.
2. The term of this Agreement and the Inter-Municipal Business Licence scheme will be permanent, unless terminated as provided for in this Agreement.
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 or a contractor that performs maintenance and/or repair of land and buildings from outside of the Participating Municipalities in which the Premises are located;

"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 Bylaw" means the bylaw previously 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

"Singular vs. Plural" means reference to the singular includes a reference to the plural and vice versa, unless other specified or the context requires.

4. Subject to the provisions of the Inter-Municipal Business Licence Bylaw, 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 Bylaw, in addition to the requirements of the Principal Municipality's bylaw 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 Bylaw or regulation in addition to any other bylaws 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 \$2500 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 section 10, 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 of this agreement.
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 by written agreement of all Participating Municipalities.
14. The revenue generated from Inter-municipal Business Licence fees collected by Participating Municipalities will be distributed by each Participating Municipality to the other Participating Municipalities as follows:
 - (a) The revenue generated from Inter-municipal Business Licence fees collected from January 1 to December 31 inclusive will be distributed by February 28 of year following the year in which the fees were collected.
15. The Inter-Municipal Business Licence is set as a permanent bylaw.
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 Bylaw.
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 under the business licence bylaw 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 the business licence bylaw of the Participating Municipality. The cancellation will be in effect throughout all of the Participating Municipalities.
21. The suspension and cancellation of an Inter-Municipal Business Licence under section 19 and 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* except as provided for in this Agreement.
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 bylaw authorizing the municipality's withdrawal from the Inter-Municipal Business Licence scheme.
24. 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, bylaws, 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.

25. 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 bylaw, ratified this Agreement and authorized their signatures to sign on behalf of the respective Councils, on the dates indicated below.

CITY OF ABBOTSFORD

Name/Title

Signature

Date

CITY OF CHILLIWACK

Name/Title

Signature

Date

CITY OF DELTA

Name/Title

Signature

Date

VILLAGE OF HARRISON HOT SPRINGS

Name/Title

Signature

Date

DISTRICT OF HOPE

Name/Title

Signature

Date

DISTRICT OF KENT

Name/Title

Signature

Date

CITY OF LANGLEY

Name/Title

Signature

Date

TOWNSHIP OF LANGLEY

Name/Title

Signature

Date

CITY OF MAPLE RIDGE

Name/Title

Signature

Date

CITY OF MISSION

Name/Title

Signature

Date

CITY OF PITT MEADOWS

Name/Title

Signature

Date

CITY OF SURREY

Name/Title

Signature

Date

Schedule 1

The revenue generated from Inter-Municipal Business Licence fees is shared on the following formula:

- (a) The Principal Municipality is to retain 90% of the fee collected and the remaining 10% is to be distributed to the remainder of the Participating Municipalities.