



STAFF REPORT

TO: Chief Administrative Officer
FROM: Roni-Lee Roach, Executive Secretary
SUBJECT: Inter-Community Business License and Agreement
MEETING DATE: May 26th, 2026

PURPOSE

The purpose of this report is to provide Council an update and get Council's approval for the adoption of an Inter-Community Business License Bylaw and Agreement with partner communities on Vancouver Island.

BACKGROUND

The proposal was brought to Council at its Committee of the Whole meeting of January 13th, 2026. The Inter-Community Bylaw was given first, second and third reading at the Town's Regular meeting of Council on January 27th, 2026

Section 14 of the Community Charter allows two or more municipalities to enter an inter-municipal or inter-community business license scheme. Currently, the Town of Lake Cowichan has an Inter-Municipal Agreement and bylaw for the adjacent communities of Duncan, North Cowichan and Ladysmith. The Inter-Community Agreement extends the licensing of businesses to encompass those participating municipalities on Vancouver Island. The proposed agreement would allow for other non-participating municipalities to join without having the need for bylaw amendments each and every new addition.

The agreement must be formally executed by the Town of Lake Cowichan and all others participating in the shared licensing scheme.

The Town undertook the required statutory public notice in accordance with Sections 59 of the Community Charter by advertising in Lake Cowichan Gazette on the 14th day of May 2026 and in the Lake Cowichan Gazette on the 21st day of May 2026.

IMPLICATIONS

- a. Financial:**
None.

- b. Policy/Legislation:**
None.

- c. Strategic Priority:**
N/A.

- d. Sustainability:**
N/A.

- e. Communication:**
None required.

- f. Staffing Implication:**
N/A.

Options:

- 1) To approve the Inter-Community Business License Agreement as presented; AND adopt the Inter-Community Business License bylaw.
- 2) To direct staff to amend the Inter-Community Business License Agreement [state amendments] and return a revised version back to a future meeting; AND adopt the Inter-Community Business License bylaw.
- 3) To reconsider participation in the Program and withdraw with no further action to be taken.

RECOMMENDATION

Staff is recommending Option 1

That Council authorize the Mayor and Chief Administrative Officer to execute the Inter-Community Business License Agreement with partner communities on Vancouver Island; and

That the Town of Lake Cowichan Inter-Community Business License Bylaw be considered later in the meeting for adoption.

Signed:

Roni-Lee Roach

Roni-Lee Roach, Executive Secretary

Concurrence:

John T

John Thomas, Chief Administrative Officer

Attachment – Inter-Community Agreement DRAFT

Attachment – Bylaw 1128

INTER-COMMUNITY BUSINESS LICENCE AGREEMENT

*[enter your standard preamble/ put this into your form of bylaw]

The purpose of this bylaw is to authorize an agreement that establishes the process for entering into an inter-community business licence scheme with other participating jurisdictions on Vancouver Island and the administration of the scheme.

1. Council authorizes the **City/Town/District** to enter into an Agreement substantially in the form attached at Appendix 1 to this bylaw and authorizes the **[enter position title]** to execute the Agreement.
2. This bylaw comes into force on the date of adoption.

READ A FIRST TIME on the **XXXX** day of **XXXX**, **202_**.

READ A SECOND TIME on the **XXXX** day of **XXXX**, **202_**.

READ A THIRD TIME on the **XXXX** day of **XXXX**, **202_**.

ADOPTED on the **XXX** day of **XX** **20XX**.

Appendix I

INTER-COMMUNITY BUSINESS LICENCE AGREEMENT

WHEREAS:

- A. Capitalized terms not otherwise defined in this Agreement will have the respective meanings ascribed to them in section 1;
- B. Each *Participating Jurisdiction* wishes to permit certain categories of *Businesses* to operate across their jurisdictional boundaries while minimizing the need to obtain a separate business licence in each jurisdiction; and
- C. The purpose of this Agreement is to set out the administrative processes for staff in *Participating Jurisdictions* and the standard form of the bylaw authorizing the *Inter-Community Business Licence* scheme on Vancouver Island.

NOW THEREFORE, each *Participating Jurisdiction* agrees as follows:

In this Agreement:

“Business” has the same meaning as defined in the *Community Charter*.

“Community Charter” means the *Community Charter*, S.B.C. 2003, c. 26.

“Excluded Business” means a *Business* excluded from application for an *Inter-Community Business Licence* and includes those businesses referred to in Schedule A of the *Inter-Community Business Licence Bylaw*.

“Inter-Community Business” means a *Business* that performs a service or activity within more than one *Participating Jurisdiction* by moving from client to client rather than having clients come to them.

“Inter-Community Business Licence” means a business licence which authorizes an *Inter-Community Business* to be carried on within the boundaries of any or all of the *Participating Jurisdictions* in accordance with the *Inter-Community Business Licence Bylaw*.

“Inter-Community Business Licence Bylaw” means the bylaw adopted by the Council of each *Participating Jurisdiction* to implement the inter-community business licence scheme contemplated by this Agreement.

“Jurisdiction Business Licence” means a licence or permit, other than an *Inter-Community Business Licence*, issued by a *Participating Jurisdiction* that

authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Jurisdiction*.

“Participating Jurisdiction” means a jurisdiction that has adopted an inter-community business licence bylaw substantially in the form of the *Inter-Community Business Licence Bylaw* and that has also entered into this Agreement.

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

“Perpetual Business Licence” means a business licence that does not have an expiration date and where the licensee can continue service indefinitely.

“Premises” means a fixed or permanent location where the *Person* carries on a *Business* but does not include PO boxes or storage units.

“Principal Jurisdiction” means the *Participating Jurisdiction* that issues the *Inter-Community Business Licence*.

Process for Becoming a Participating Jurisdiction

1. In order to participate in the *Inter-Community Business Licence* scheme, the participant must:
 - a. be a jurisdiction located on Vancouver Island;
 - b. sign this Agreement by an authorized signatory of the jurisdiction; and
 - c. adopt a bylaw substantially in the form attached to this Agreement at Schedule B.
2. Once a jurisdiction becomes a *Participating Jurisdiction*, the *Participating Jurisdiction* must provide a copy of this Agreement (modified with their particulars added on the signatory page and in Schedule A), and a copy of its *Inter-Community Business Licence Bylaw* to the Province for circulating to all existing *Participating Jurisdictions*.

Amendments

3. Each *Participating Jurisdiction* agrees that the signatory pages and Schedule A to this Agreement may be modified to add a *Participating Jurisdiction* or remove a *Participating Jurisdiction* who has withdrawn, without the need for each existing signatory’s further approval to such amendment to this Agreement.
4. Amendments to this Agreement other than as described in section 4 must be agreed on in writing by each *Participating Jurisdiction*.

Administration

5. Each *Participating Jurisdiction* will commit to participating in discussions pertaining to *Inter-Community Business Licence* matters and agree to respond to any form of communication in a timely manner in accordance with the following terms:
 - a. *Participating Jurisdictions* will have up to 10 days to respond to staff delegated questions via email or phone call for their input on the *Inter-Community Business Licence* topics, and 30 days for items needing internal or council review to respond.
 - b. When voting on amendments to the *Inter-Community Business Licence Bylaw* prior to being brought to respective Councils, all *Participating Jurisdictions* will have 30 days to vote via email to the Province.
 - c. If a *Participating Jurisdiction's* contact(s) is unable to respond, they will be responsible for arranging a proxy vote. The *Participating Jurisdictions* further agree to the following:
 - i. If a *Participating Jurisdiction's* contact(s) is absent for an extended period of time, that *Participating Jurisdiction* will provide an alternative contact(s) who will attend *Inter-Community Business Licence* meetings.
 - ii. *Participating Jurisdictions* will bring those amendments that are agreed upon to Council in a timely manner and advise the Province (Small Business Branch contact) via email of Council's decision.
6. Each *Participating Jurisdiction* will post the *Inter-Community Business Licence Bylaw* on their website.
7. Each *Participating Jurisdiction* shall provide to all other *Participating Jurisdictions* standardized information regarding the *Inter-Community Business Licences* issued by way of updates in a shared database that is available to all *Participating Jurisdictions*, and each *Participating Jurisdiction* which issues an *Inter-Community Business Licence* will promptly update the shared database after the issuance of that licence.

Withdrawal

8. A *Participating Jurisdiction* may withdraw from the *Inter-Community Business Licence* scheme in accordance with the procedures in the *Inter-Community Business Licence Bylaw*.

Miscellaneous

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

SIGNED AND DELIVERED on behalf of the *Participating Jurisdictions*, the Councils of each of which has, by bylaw, ratified this Agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

[NAME OF JURISDICTION]

(Name/Title)

Signature

Date

[NAME OF JURISDICTION]

(Name/Title)

|

Signature

Date

DRAFT

SCHEDULE A
Participating Jurisdictions

Name of Jurisdiction	Date of Adoption of Inter-Community Business Licence Bylaw
District of Central Saanich	
City of Colwood	
City of Duncan	
Township of Esquimalt	
Town of Ladysmith	
Town of Lake Cowichan	
City of Nanaimo	
Municipality of North Cowichan	
District of North Saanich	
City of Parksville	
Town of Sidney	
District of Sooke	
City of Victoria	
Town of View Royal	

DRAFT



TOWN OF LAKE COWICHAN

BYLAW NO. 1128 – 2026

INTERCOMMUNITY LICENCING BYLAW

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**THE TOWN OF LAKE COWICHAN
BYLAW NO. 1128-2026**

**A BYLAW TO ESTABLISH A SCHEME FOR INTER-COMMUNITY LICENSING AND
REGULATING OF TRADES, OCCUPATIONS AND BUSINESSES**

WHEREAS Council may, pursuant to Section 8(6) of the *Community Charter*, regulate in relation to business;

AND WHEREAS pursuant to Section 14 of the *Community Charter*, two or more jurisdictions may, by bylaw adopted by the Council of each participating jurisdiction, establish an inter-community scheme in relation to one or more matters;

AND WHEREAS pursuant to Section 15(1) of the *Community Charter*, Council may provide terms and conditions that may be imposed for obtaining, continuing to hold or renewing a licence, permit or approval and specify the nature of the terms and conditions and who may impose them;

AND WHEREAS Council has given notice of its intention to adopt this Bylaw by publishing such notice in two consecutive issues of a newspaper, the last publication appearing not less than three (3) and not more than ten (10) days before the hearing and has provided an opportunity for persons who consider they are affected by this Bylaw to make representations to Council at a hearing pursuant to Section 59 of the *Community Charter*.

NOW THEREFORE the Council of the Town of Lake Cowichan in open meeting assembled hereby enacts as follows:

1. CITATION

This Bylaw may be cited as Town of Lake Cowichan “Inter-Community Business Licence Bylaw No. 1128-2026.”

2. DEFINITIONS

In this Bylaw, unless the context otherwise requires,

“**Business**” has the same meaning as defined by the “*Community Charter Schedule – Definitions and Rules of Interpretation*”.

“**Community Charter**” means the *Community Charter*, S.B.C. 2003, c. 26.

“**Excluded Business**” means a *Business* excluded from application for an *Inter-Community Business Licence* and includes those businesses referred to in Schedule A of this Bylaw.

“**Inter-Community Business**” means a *Business* that performs a service or activity within more than one *Participating Jurisdiction* by moving from client to client rather than having clients come to them.

“**Inter-Community Business Licence**” means a business licence which authorizes an *Inter-Community Business* to be carried on within the boundaries of any or all of the *Participating Jurisdictions* in accordance with this Bylaw.

“**Inter-Community Business Licence Agreement**” means the agreement that is entered into by the *Participating Jurisdictions* to establish an inter-community business licence scheme.

“**Jurisdiction Business Licence**” means a licence or permit, other than an *Inter-Community Business Licence*, issued by a *Participating Jurisdiction* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Jurisdiction*.

“**Participating Jurisdiction**” means a local government that has adopted an inter-community business licence bylaw substantially in the form of this Bylaw and that has also entered into the *Inter-Community Business Licence Agreement*.

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

“**Perpetual Business Licence**” means a business licence that does not have an expiration date and where the licensee can continue service indefinitely.

“**Premises**” means a fixed or permanent location where the *Person* carries on a *Business* but does not include PO boxes or storage units.

“**Principal Jurisdiction**” means the *Participating Jurisdiction* that issues the *Inter-Community Business Licence*.

3. REGULATIONS

- a) Subject to Subsections (c) and (e), a *Person* who has obtained an *Inter-Community Business Licence* may carry on *Business* within any *Participating Jurisdiction* for the

term authorized by the *Inter-Community Business Licence* without obtaining a *Jurisdiction Business Licence* in the other *Participating Jurisdictions*.

- b) A *Participating Jurisdiction* may issue an *Inter-Community Business Licence* to an applicant if the applicant's *Business*:
 - a. is an *Inter-Community Business*;
 - b. is not an *Excluded Business*;
 - c. maintains a *Premises* in the *Participating Jurisdiction*; and
 - d. meets all requirements under this Bylaw and the *Jurisdiction Business Licence* of the *Participating Jurisdiction*.
- c) A *Person* holding an *Inter-Community Business Licence* must comply with all other regulations and bylaws of the *Participating Jurisdiction* in which they are carrying on *Business*.
- d) A *Person* that operates a *Business* under an *Inter-Community Business Licence* in more than one *Participating Jurisdiction* may only apply for an *Inter-Community Business Licence* from a *Participating Jurisdiction* in which the *Business* maintains a *Premises*.
- e) Notwithstanding the issuance of an *Inter-Community Business Licence*, every *Person* who carries on, maintains, owns or operates, within a *Participating Jurisdiction*, any *Business* in or from more than one *Premises* shall obtain a separate *Jurisdiction Business Licence* for each *Premises*.
- f) Further notwithstanding Subsections (b), (c), and (d), if an applicant's *Business* does not maintain a *Premises* in a *Participating Jurisdiction*, then the applicant may apply for an *Inter-Community Business Licence* from the closest *Participating Jurisdiction* that does not issue *Perpetual Business Licences*, and that *Participating Jurisdiction* may issue an *Inter-Community Business Licence* in relation to that *Business* in accordance with this Bylaw.

- g) If a *Business* with a *Premises* within the *Principal Jurisdiction* that issued its *Inter-Community Business Licence* closes or otherwise removes all of its *Premises* within the *Principal Jurisdiction*, then the *Inter-Community Business Licence* for that *Business* will be cancelled.

4. FEES

- a) The fee for an *Inter-Community Business Licence* is \$170 and will be retained by the *Participating Jurisdiction* that issues the licence.
- b) The fee for an *Inter-Community Business Licence* is separate and in addition to any fees that may be required by a *Participating Jurisdiction*.
- c) A non-profit organization may obtain an *Inter-Community Businesses* and will not be subject to the *Inter-Community Business Licence* fee but is responsible for meeting all other requirements of this Bylaw.
- d) The *Inter-Community Business Licence* fees prescribed in this Bylaw may be reduced pro-rata in respect of any *Person* who becomes liable to be licensed after the commencement of the licence period, on the same basis as the *Jurisdiction Business Licence*.

5. APPLICATION

- a) Every *Inter-Community Business Licence* shall be issued on a standard form provided for that purpose, as agreed upon from time to time by the *Participating Jurisdictions*, and including, as a minimum, the following information:
- Disclosing the nature and character of the *Business*, to be carried on, maintained, owned or operated by the applicant;
 - Declaring the mailing address and contact information for such *Business*;
 - Declaring the number of persons engaged or occupied in such *Business*;
 - Disclosing the number of distinctive lines of goods sold or offered for sale; and

- b) No *Business* shall knowingly submit false or misleading information in relation to the business, business activity or business location on the application for an *Inter-Community Business Licence*.
- c) Each *Participating Jurisdiction* shall provide to all other *Participating Jurisdictions* the information set out under Subsection 5(a) by way of prompt updates on a shared database available to all *Participating Jurisdictions*.

6. SUSPENSION OR CANCELLATION OF AN INTER-COMMUNITY BUSINESS LICENCE

- a) The Council of a *Participating Jurisdiction* or the person authorized by a *Participating Jurisdiction* to cancel or suspend a *Jurisdiction Business Licence* may exercise the authority of the *Principal Jurisdiction* in accordance with Sections 15 and 60 of the *Community Charter* to suspend or cancel an *Inter-Community Business Licence*. The suspension or cancellation shall be in effect throughout all of the *Participating Jurisdictions*, and it shall be unlawful for the holder to carry on the *Business* authorized by the *Inter-Community Business Licence* in any *Participating Jurisdictions* for the period of the suspension or cancellation.
- b) Before suspending or cancelling an *Inter-Community Business Licence* under Section 6(a), the *Participating Jurisdiction* must give the licence holder notice of the proposed action and must inform the licence holder of their right to be heard, and the following provisions will apply:
 - i. If the licence holder wishes to exercise its right to be heard, the *Participating Jurisdiction* shall provide to the licence holder and the *Principal Jurisdiction* that issued the *Inter-Community Business Licence* with written reasons for the suspension or cancellation of the *Inter-Community Business Licence*. Such *Participating Jurisdiction* shall then as soon thereafter as reasonably possible provide the licence holder an opportunity to address the Council of the *Participating Jurisdiction* who will then consider whether to suspend or cancel the *Inter-Community Business Licence*; and

- ii. If the licence holder does not exercise their right to be heard, the *Participating Jurisdiction* may suspend or cancel the *Inter-Community Business Licence* in accordance with Section 6(a).
- c) Any conduct by a licence holder resulting in a hearing made under Section 6(b)(i) shall be considered by the Council of the *Participating Jurisdiction* as though it happened within the jurisdiction of that *Participating Jurisdiction*.
- d) A decision by a *Participating Jurisdiction* to cancel or suspend an *Inter-Community Business Licence* under Section 6(b) shall apply to all *Participating Jurisdictions*.
- e) Nothing in this Bylaw impedes the authority of a *Participating Jurisdiction* to suspend or cancel any business licence issued by it, or to enact regulations in respect of any class of business licence in accordance with Section 15 of the *Community Charter* and amendments thereto.

7. MISCELLANEOUS

- a) The holder of an *Inter-Community Business Licence* must, upon request, provide to a Bylaw Enforcement Officer a copy of their *Inter-Community Business Licence*, which copy may be displayed electronically such as on a cell phone, for the purpose of verifying if the *Business* is permitted to operate outside of their base jurisdiction.
- b) A *Participating Jurisdiction* may, by notice in writing to each of the other *Participating Jurisdictions*, withdraw from the *Inter-Community Business Licence* scheme established by this Bylaw, and the notice must:
 - i. Set out the date on which the withdrawing *Participating Jurisdiction* will no longer recognize the validity within its boundaries of *Inter-Community Business Licences*, which date must be at least six months from the date of the notice; and
 - ii. Include a certified copy of the *Participating Jurisdiction's* Council resolution or bylaw authorizing the *Participating Jurisdiction's* withdrawal from the *Inter-Community Business Licence* scheme.

- c) An *Inter-Community Business Licence* issued prior to the effective date of the withdrawal shall, until it expires, remain valid within the boundaries of the withdrawing *Participating Jurisdiction* or until January 1st of the following year.

8. SEVERABILITY

If any section, paragraph or phrase in this Bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, that portion shall be severed and the remainder of this Bylaw shall continue in full force and effect.

9. EFFECTIVE DATE

This Bylaw shall come into full force and effect upon adoption of this bylaw.

10. REPEAL

The following bylaw is hereby repealed: Inter-Community Business Licence Bylaw 1067-2021.

READ A FIRST TIME on the 27th day of January, 2026.

READ A SECOND TIME on the 27th day of January, 2026.

READ A THIRD TIME on the 27th day of January, 2026.

NOTICE GIVEN in accordance with Sections 59 of the *Community Charter* by advertising in Lake Cowichan Gazette on the 14th day of May, 2026 and in the Lake Cowichan Gazette on the 21st day of May, 2026.

ADOPTED on the ___ day of _____, 2026.

 Tim McGonigle
 Mayor

 John Thomas
 CAO

SCHEDULE A

The following *Business* types are *Excluded Businesses* for the purposes of application for an *Inter-Community Business Licence* under the inter-community business licence scheme set out in the Bylaw:

1. Social escort services
2. Special Authorization Licence (a passenger directed vehicle or inter-city bus, such as taxis, ride hailing, limousines)
3. Body-rub services (which includes the manipulating, touching or stimulating by any means, of a *Person* or part thereof, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered under any statute of the Province of British Columbia governing such activities or a therapeutic touch technique)
4. Cannabis-related businesses (e.g., a business which involves the sale of cannabis)
5. Mobile food vending (e.g., food cart, food trailer, food truck)
6. Door-to-door sales (e.g., a direct selling method where a representative visits potential customers at their homes or businesses to sell products or services, without a prior appointment)