



STAFF REPORT

TO: CHIEF ADMINISTRATIVE OFFICER
FROM: JOHN THOMAS, CHIEF ADMINISTRATIVE OFFICER
SUBJECT: PROPOSED INTERCOMMUNITY BUSINESS LICENSE AGREEMENT & BYLAW
MEETING DATE: JANUARY 13TH, 2026

PURPOSE

The purpose of this report is to introduce to Council a proposed inter-community business licence agreement and bylaw following discussions with partner communities over the past few months. The draft agreement and bylaw are intended to enable qualifying mobile and multi-jurisdictional businesses to operate in participating municipalities under a coordinated licence framework, thereby reducing duplication and cost for business owners while supporting economic activity across the region.

BACKGROUND

Section 14 of the Community Charter allows two or more municipalities to enter an inter-municipal business licence scheme. An inter-community business licence permits eligible mobile businesses to operate within the boundaries of all participating municipalities without requiring a separate municipal business licence in each jurisdiction. The scheme has been adopted by several Vancouver Island municipalities to streamline licensing for mobile business operators and support regional economic growth.

Currently, the Town operates on the Bylaw 773-2003 which has been in place for the past 23 years and updates/modernization is required. The inter-community business licence bylaw must be adopted by Council pursuant to the Community Charter, including notification requirements (e.g., publishing notice of intention to adopt the bylaw). The agreement with partner municipalities must be formally executed by the Municipality to participate in the shared licensing scheme.

Following adoption of the bylaw, staff will undertake required statutory public notice and referral to adjacent local governments and stakeholders as prescribed by law.

Vancouver Island ICBL Bylaws:

| Municipality | Central Vancouver Island ICBL | Vancouver Island ICBL |
|-----------------|-------------------------------|-----------------------|
| Campbell River | X | |
| Central Saanich | | X |
| Colwood | | X |
| Comox | X | |
| Courtenay | X | |
| Cumberland | X | |
| Duncan | X | X |
| Esquimalt | | X |
| Ladysmith | X | X |
| Lake Cowichan | X | X |
| Nanaimo | X | X |
| North Cowichan | X | X |
| North Saanich | | X |
| Parksville | X | X |
| Port Alberni | X | |
| Qualicum Beach | X | |
| Sidney | | X |
| Sooke | | X |
| Victoria | | X |
| View Royal | | X |

IMPLICATIONS

- a. **Financial:**
N/A
- b. **Policy/Legislation:**
N/A
- c. **Strategic Priority:**
N/A
- d. **Sustainability:**
N/A
- e. **Communication:**
Public notification will be conducted once Council completes its consideration of the draft agreement and bylaw.
- f. **Staffing Implication:**
N/A

Option:

1. BRING FORWARD FOR ADOPTION AT THE NEXT REGULAR COUNCIL MEETING

THAT Council direct staff to place the draft Inter-Community Business Licence Bylaw on the agenda of the next Regular Council Meeting for consideration of first, second, and third readings, and to undertake all required statutory notice prior to final adoption.

2. RETURNED TO STAFF AND REQUEST ADDITIONAL INFORMATION

THAT Council refer the Draft Inter-Community Business Licence Agreement and Bylaw back to staff for revisions, and direct staff to incorporate Council's requested changes (STATE CHANGES) and return a revised version to a future meeting.

3. WITHDRAW FROM THE PROGRAM

THAT Council direct staff to formally notify participating municipalities of the Municipality's decision to withdraw from the Inter-Community Business Licence Program, and that no further action be taken to advance the Inter-Community Business Licence Agreement or Bylaw.

Recommendation

Staff is recommending option 1.

Signed:

John T

John Thomas

Chief Administrative Officer

INTER-COMMUNITY BUSINESS LICENCE AGREEMENT

WHEREAS, the District of Central Saanich, City of Colwood, City of Duncan, Township of Esquimalt, Township 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, and Town of View Royal wish 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;

NOW THEREFORE, the District of Central Saanich, City of Colwood, City of Duncan, Township of Esquimalt, Township 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, and Town of View Royal agree as follows:

1. The *Participating Jurisdictions* agree to establish an inter-community business licence scheme among the *Participating Jurisdictions*.
2. The *Participating Jurisdictions* will request their respective jurisdiction Councils to each ratify this Agreement to support the *Inter-Community Business Licence Bylaw* that came into effect 2020.
3. 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 local government 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*.

4. Subject to the formation of this Agreement, *Participating Jurisdictions* 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 (Small Business Branch contact).
 - 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.
5. Subject to the formation of this Agreement, *Participating Jurisdictions* will commit to posting the *Inter-Community Business Licence Bylaw* on their website.
6. Subject to the provisions of the *Inter-Community Business Licence Bylaw*, all *Persons* who have a valid *Inter-Community Business Licence* shall not be required to obtain additional business licences in the other *Participating Jurisdictions* to carry on *Business* for the term authorized by the *Inter-Community Business Licence*.
7. A *Principal Jurisdiction* may issue an *Inter-Community Business Licence* provided all requirements under the *Inter-Community Business Licence Bylaw*, and the *Principal Jurisdiction's* business licence bylaw are met.
8. Notwithstanding that a *Person* may hold an *Inter-Community Business Licence* that would make it unnecessary to obtain a *Jurisdiction Business Licence* in other *Participating Jurisdictions*, the *Person* must still comply with all other regulations of any *Participating Jurisdiction's* business licence bylaw or regulations in addition to any other bylaws that may apply within the *Participating Jurisdiction* in which the *Person* carries on *Business*.
9. 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*.
10. 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 the Bylaw.
11. 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.

12. The *Inter-Community Business Licence* fee is \$170 and is separate from and in addition to other fees that may be required by a *Participating Jurisdiction*. The *Participating Jurisdictions* will review the *Inter-Community Business Licence* fee on an annual basis.
13. An *Inter-Community Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Jurisdictions*, unless the *Inter-Community Business Licence* is suspended or cancelled, or where a *Participating Jurisdiction* withdraws from the inter-community business licence scheme among the *Participating Jurisdictions* in accordance with the *Inter-Community Business Licence Bylaw*.
14. 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.
15. 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.
16. The cancellation of an *Inter-Community Business Licence* under Section 15 of the *Community Charter* will not affect the authority of a *Participating Jurisdiction* to issue a business licence, other than an *Inter-Community Business Licence*, to the holder of the cancelled *Inter-Community Business Licence*.
17. Nothing in this Agreement affects the authority of a *Participating Jurisdiction* to suspend or cancel any business licence issued by that jurisdiction or to enact regulations in respect of any category of *Business* under Section 15 of the *Community Charter*.
18. A *Participating Jurisdiction* may, by notice in writing to each of the other *Participating Jurisdictions*, withdraw from the inter-community business licence scheme among the *Participating Jurisdictions*, and the notice must:

- (a) Set out the date on which the withdrawing 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
 - (b) 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.
19. 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.
20. 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*.
21. 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.

DISTRICT OF CENTRAL SAANICH

(Name/Title)

Signature

Date

CITY OF COLWOOD

(Name/Title)

Signature

Date

CITY OF DUNCAN

(Name/Title)

Signature

Date

TOWNSHIP OF ESQUIMALT

(Name/Title)

Signature

Date

TOWNSHIP OF LADYSMITH

(Name/Title)

Signature

Date

TOWNSHIP OF LAKE COWICHAN

(Name/Title)

Signature

Date

CITY OF NANAIMO

(Name/Title)

Signature

Date

**MUNICIPALITY OF NORTH
COWICHAN**

(Name/Title)

Signature

Date

DISTRICT OF NORTH SAANICH

(Name/Title)

Signature

Date

CITY OF PARKSVILLE

(Name/Title)

Signature

Date

TOWN OF SIDNEY

(Name/Title)

Signature

Date

DISTRICT OF SOOKE

(Name/Title)

Signature

Date

CITY OF VICTORIA

(Name/Title)

Signature

Date

TOWN OF VIEW ROYAL

(Name/Title)

Signature

Date



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. XXXX, 20XX.”

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 on the first day of **XXXX 20XX**.

10. REPEAL

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

READ A FIRST TIME on the XXXX day of XXXX, 2026.

READ A SECOND TIME on the XXXX day of XXXX, 2026.

READ A THIRD TIME on the XXXX day of XXXX, 2026.

NOTICE GIVEN in accordance with Sections 59 of the *Community Charter* by advertising in XXXX on the XXXX day of XXXX, 202X and in the XXXX on the XXXX day of XXXX, 202X.

ADOPTED on the 1st day of XXXX 20XX.

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)

TOWN OF LAKE COWICHAN

Bylaw No. 773-2003

Intermunicipal Business License Agreement

WHEREAS , pursuant to Section 662 of the *Local Government Act*, the Council may, by Bylaw, establish an intermunicipal business license agreement;

AND WHEREAS, the Councils of the City of Duncan, the District of North Cowichan, the Town of Ladysmith and the Town of Lake Cowichan mutually consented to the issuing of intermunicipal business licenses;

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

1. TITLE

This bylaw may be cited for all purposes as "Town of Lake Cowichan Intermunicipal Business License Agreement Bylaw No. 773-2003".

2. ENACTMENT

That the form of Agreement attached hereto as Schedule "A" regarding the issuing of intermunicipal business licenses, between the participating municipalities of the City of Duncan, the District of North Cowichan, the Town of Ladysmith and the Town of Lake Cowichan, be approved, signed by the Mayor and the Clerk, and sealed with the Corporate Seal.

READ A FIRST TIME on the 9th day of September, 2003.

READ A SECOND TIME on the 9th day of September, 2003.

READ A THIRD TIME on the 9th day of September, 2003.

ADOPTED on the 14th day of October, 2003.

Mayor

Clerk

I hereby certify the foregoing to be a true and correct copy of "Town of Lake Cowichan Intermunicipal Business License Agreement Bylaw No. 773-2003" as adopted on the 14th day of October, 2003.

Clerk

TOWN OF LAKE COWICHAN

BYLAW NO. 773-2003

Schedule "A"

(attached to and forming part of Bylaw No. 773-2003)

Between:

The Corporation of the District of North Cowichan
The City of Duncan
The Town of Ladysmith
The Town of Lake Cowichan

(Referred to as the "Participating Municipality/s")

The Participating Municipalities agree, pursuant to Section 662 of the *Local Government Act*, as follows:

1. A Participating Municipality may issue an intermunicipal business licence to an applicant for a licence to carry on a business.
2. A holder of an intermunicipal business licence may, during the term of the licence, carry on the business authorized by the licence within the boundaries of all of the Participating Municipalities.
3. An applicant from a non-Participating Municipality or regional district may apply for an intermunicipal business licence from any Participating Municipality.
4. An applicant for an intermunicipal business licence must apply to the municipality where the business is located, and in the case of multiple business premises, must obtain a separate business licence from each municipality.
5. The minimum fee for an intermunicipal business licence is \$100 and will be retained by the Participating Municipality that issues the licence.
6. Every intermunicipal business licence must be issued in a form to be agreed to from time to time by the managers responsible for business licensing in each of the Participating Municipalities.
7. Each Participating Municipality must provide the other Participating Municipalities from time to time, or as requested by a Participating Municipality, with a list of intermunicipal business licences that have been issued, and a cumulative list for the calendar year.
8. Nothing in this agreement affects the authority of a Participating Municipality to refuse, suspend or revoke a licence issued by it, or to enact and enforce business regulations.
9. If a Participating Municipality refuses, suspends or revokes an intermunicipal business licence, it must notify the Participating Municipalities as soon as possible.
10. If a Participating Municipality considers the holder of an intermunicipal business licence to be guilty of misconduct in respect of the business, it may request the Participating Municipality that issued the licence to suspend or revoke the licence.
11. In making a request under the previous section, a Participating Municipality must provide information, documentation and other evidence of the misconduct to the Participating Municipality that issued the licence.

- 12. A Participating Municipality must provide written notice to the other Participating Municipality of its intention to withdraw from the intermunicipal business licence agreement, along with a copy of the bylaw repealing the provision of the intermunicipal business licence agreement from its business licence bylaw.
- 13. Each Participating Municipality must take all necessary actions and pass all necessary resolutions and bylaws to give effect to and comply with the intentions and provisions of this agreement.
- 14. This agreement comes into effect on January 1, 2004.

Signed and delivered on behalf of the Participating Municipalities, the councils of each of which has, by bylaw, adopted this agreement and authorized their signatories to sign on behalf of the respective councils, on the dates indicated below.

The Corporation of the District of North Cowichan:

Mayor _____
 Clerk _____
 Date _____

E/S

The City of Duncan:

Mayor _____
 Clerk _____
 Date _____

E/S

The Town of Ladysmith:

Mayor _____
 Clerk _____
 Date _____

E/S

The Town of Lake Cowichan:

Mayor _____
 Clerk _____
 Date _____

E/S