

INTER-MUNICIPAL BUSINESS LICENCE AGREEMENT

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 otherwise 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 *Intermunicipal 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 the *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 paragraph 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 to 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 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 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*, unless the *Inter-municipal Business Licence* is suspended or cancelled in accordance with the *Inter-municipal Business Bylaw*, 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* 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 signatories 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.