

REPORT

Office of the Chief Administrative Officer

To: Mayor Johnstone and Members of Council **Date:** May 8, 2023

From: Lisa Spitale, Chief Administrative Officer **File:**

Item #: 2023-288

Subject: Expanding the Inter-municipal TNS (Ride-Hailing) Business Licence to include Hope, Kent and Mission

RECOMMENDATION

1. *THAT Council give Three Readings to Inter-Municipal TNS Business Licence Scheme Bylaw No. 8391, 2023;*
 2. *THAT Council forward Inter-Municipal TNS Business Licence Scheme Bylaw No. 8391, 2023 to an Opportunity to be Heard at the Regular Meeting of Council on May 29, 2023; and*
 3. *THAT Council give Three Readings to Inter-Municipal TNS Business Licence Agreement Bylaw No. 8393, 2023.*
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PURPOSE

To expand the inter-municipal business licence (IMBL) for ride-hailing companies to include the District of Hope, District of Kent and City of Mission.

SUMMARY

The City of New Westminster participates with 24 other municipalities in an inter-municipal business licence (IMBL) for ride-hailing companies (Transportation Network Services or TNSs). The participating municipalities are all located in the Passenger Transportation Board's (PTB) ride-hailing boundary of *Region 1*¹ which encompasses

¹ See Table 2 for [PTB operating regions](#) for ride-hailing (Transportation Network Services (TNS))

Metro Vancouver, Fraser Valley, and Squamish-Lillooet. The IMBL allows companies to purchase one business licence and operate across all participating municipalities. The City of Vancouver is the licensing authority for the IMBL which means it issues and administers the licences, and is responsible for sharing licence fee revenue with participating municipalities at the end of each calendar year. The purpose of the IMBL is to simplify processes for ride-hailing businesses, and it recognizes the regional nature of travel patterns. Three *Region 1* municipalities wish to join the IMBL: the District of Hope; the District of Kent; and the City of Mission. Their inclusion would increase the total number of *Region 1* municipalities participating in the IMBL to 28 out of a total of 32.

To allow new entrants to the IMBL, each participating municipality must approve and enact a new IMBL Agreement and Bylaws (see Appendix A and Appendix B). Staff recommend Council approve the bylaws to expand the IMBL program to include the District of Hope, the District of Kent and the City of Mission. Concurrently, the existing IMBL TNS bylaws will need to be repealed as part of the process.

If approved, the expanded licence would come into effect on June 1, 2023.

BACKGROUND

Ride-hailing was legalized in B.C. on September 16, 2019. The Province regulates ride-hailing companies through the *Passenger Transportation Act*, the *Motor Vehicle Act*, and the *Commercial Transportation Act*. The BC Passenger Transportation Board (PTB) has sole authority to approve companies to operate ride-hailing services, and it establishes the boundaries of each company's operations. Ride-hailing companies are generally authorized to operate in multiple municipalities based on a system of 5 Regions established by the PTB. Vancouver is part of the PTB's *Region 1* which includes Metro Vancouver, the Fraser Valley, and Squamish-Lillooet. Municipalities may issue business licences to ride-hailing companies approved by the PTB to operate within their municipal boundaries.

On June 22, 2020, Council approved the establishment of the bylaw and New Westminster's participation in an IMBL agreement of 25 *Region 1* municipalities. With the IMBL a ride-hailing company needs to purchase only one licence to operate in all participating municipalities. See Appendix C for the current agreement and bylaw.

Region 1 comprises 32 municipal authorities and all were invited to participate in the development and implementation of the 2020 IMBL. At the time of ratification 25 municipalities endorsed the bylaws and entered into the Agreement².

² See Appendix C for a list of participating municipalities.

An IMBL is formed through common bylaws enacted by each participating municipality. The IMBL Agreement Bylaw allows municipalities to enter into agreement with the partner municipalities. It addresses terms such as the fee, revenue sharing formula and distribution, and overall administration of the licence. A second bylaw, the IMBL bylaw, is the formal mechanism through which the IMBL is implemented in each municipality and sets out the various terms and conditions that apply to the IMBL across the participating municipalities. In ratifying the IMBL bylaws for Ride-hailing in 2020, participating municipalities agreed to the following:

- The City of Vancouver is the licensing authority meaning that all ride-hailing IMBLs are issued by the City of Vancouver. Vancouver recovers administrative costs of issuing the IMBL and remaining revenue is shared based on the percent of total regional pick-ups and drop-offs that occur within each municipality. The information on pick-ups and drop-offs in each municipality is provided by the licensees.
- The annual licence fee is a company fee of \$155 plus per vehicle fees of \$150 for each vehicle; \$30 for each zero emission vehicle; and \$0 for each wheelchair accessible vehicle.
- Licence Conditions: Companies are required to comply with the municipal bylaws and regulations of each participating municipality. Each municipality retains authority to enforce its own bylaws, for example street and traffic regulations, and also to suspend or cancel an IMBL. Staff in participating municipalities have established a shared protocol for escalating enforcement and have agreed to communicate enforcement actions between each other prior to any municipality considering suspension or cancellation of a licence.

Staff and participating members of the IMBL meet on a regular basis to discuss ride-hailing related matters such as municipal access to Provincial ride-hailing data, and expanding the IMBL partnership to include all 32 *Region 1* municipalities. In 2022, three municipalities the District of Hope, the District of Kent, the City of Mission have requested to join the IMBL.

ANALYSIS

The IMBL for ride-hailing program is in its third year of operation. Licence administration processes including the year-end revenue sharing with participating municipalities are functioning effectively. It is staff's assessment that the addition of the District of Hope, the District of Kent, and the City of Mission can be accomplished with limited administrative effort and any incremental administrative costs incurred through the addition of will be recovered by the City of Vancouver, as per Section 11 of the

Agreement (Appendix A). Other than adding the three municipalities, the IMBL would remain unchanged from the 2020 Agreement.³

Amendments to the IMBL Agreement and Bylaws must be approved and enacted by all participating municipalities. Staff in the 28 municipalities have agreed to bring the Agreement and Licence Bylaws to their Councils by May 31, 2023. Should it be approved, the new Agreement will come into force on June 1, 2023. From that day forward, licence holders and new licensees would be able to operate in all 28 municipalities. No action is required on the part of licence holders. The full list of proposed, participating municipalities can be seen in Appendix A, the draft Agreement Bylaw.

The IMBL was conceived as a means to support the industry roll-out and on-going operations with a single licence and consistent ride-hailing regulations across *Region 1* municipalities. The addition of the District of Hope, the District of Kent, and the City of Mission would be a further step in fulfilling the original goal of the IMBL.

NEXT STEPS

Should Council give three readings to the two bylaws, the next step would be an Opportunity to Be Heard and consideration of adoption. In addition to the publication of the notification of the Opportunity to be Heard in two editions of the local newspaper, the City would also notify all TNS companies who have previously expressed an interest in operating in Region 1 and both taxi companies licensed to operate in the City of New Westminster of this matter.

The existing IMBL TNS business license scheme bylaws will also be repealed as part of this process.

FINANCIAL IMPLICATIONS

There are no financial costs associated with the expansion of the IMBL scheme to the City of New Westminster. Section 11 of the IMBL Agreement provides for the City of Vancouver to retain revenue to cover cost of licence administration.

OPTIONS

The following options are presented to Council for consideration:

³ The exceptions are edits to remove text related to the “initial licence year” since the licence is now in its 3rd year.

1. THAT Council give Three Readings to Inter-Municipal TNS Business Licence Scheme Bylaw No. 8391, 2023;
2. THAT Council forward Inter-Municipal TNS Business Licence Scheme Bylaw No. 8391, 2023 to an Opportunity to be Heard at the Regular Meeting of Council on May 29, 2023; and
3. THAT Council give Three Readings to Inter-Municipal TNS Business Licence Agreement Bylaw No. 8393, 2023.
4. THAT Council give alternate direction.

Staff recommends options 1, 2, and 3.

ATTACHMENTS

Appendix A: IMBL TNS Business Licence Agreement Bylaw No. 8393, 2023

Appendix B: IMBL TNS Business Licence Scheme Bylaw No. 8391, 2023

Appendix C: Existing IMBL TNS Business Licence Bylaws

APPROVALS

This report was prepared by:
Carolyn Armanini

This report was reviewed by:
Blair Fryer

This report was approved by:
Lisa Spitale

Appendix A

IMBL TNS Business License

Agreement Bylaw No.8393, 2023

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8393, 2023

By-law to enter into an agreement among the Participating Municipalities regarding an Inter-municipal Transportation Network Services Business Licence Scheme

THE COUNCIL OF THE CITY OF NEW WESTMINSTER, in public meeting, enacts as follows:

1. Council hereby authorizes the City to enter into an Agreement with the Participating Municipalities in substantially the form and substance of the Agreement attached to this By-law as Schedule A, and also authorizes the Corporate Officer to execute the Agreement on behalf of the City, and to deliver it to the Participating Municipalities on such terms and conditions as the Corporate Officer deems fit.
2. This By-law is to come into force and take effect on the date of its adoption.
3. This By-law is to be cited as the "Inter-municipal TNS Business Licence Agreement By-law".
4. Council repeals By-law No. 8187, 2020 "Inter-municipal TNS Business Licence Agreement".

GIVEN THREE READINGS this day of , 2023

ADOPTED this day of , 2023

Patrick Johnstone, Mayor

Lisa Spitale, Acting Corporate Officer

SCHEDULE A

Inter-municipal TNS Business Licence Agreement

WHEREAS the City of Abbotsford, the Village of Anmore, the Bowen Island Municipality, the City of Burnaby, the City of Chilliwack, the City of Coquitlam, the City of Delta, the Village of Harrison Hot Springs, the District of Hope, the District of Kent, the Corporation of the City of Langley, the Corporation of the Township of Langley, the Village of Lions Bay, the City of Maple Ridge, the City of Mission, the Corporation of the City of New Westminster, the Corporation of the City of North Vancouver, the Corporation of the District of North Vancouver, the City of Pitt Meadows, the Corporation of the City of Port Coquitlam, the City of Port Moody, the City of Richmond, the District of Squamish, the City of Surrey, the City of Vancouver, the Corporation of the District of West Vancouver, the Resort Municipality of Whistler, and the Corporation of the City of White Rock (the "*Participating Municipalities*"), wish to permit transportation network services ("*TNS*") businesses to operate across their jurisdictional boundaries thereby eliminating the need to obtain a separate municipal business licence in each jurisdiction;

NOW THEREFORE the *Participating Municipalities* agree as follows:

1. The *Participating Municipalities* agree to establish an *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.
2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a by-law to implement an *Inter-municipal TNS Business Licence* scheme effective June 1, 2023.
3. In this Agreement:

"*Accessible Vehicle*" means a motor vehicle designed and manufactured, or converted, for the purpose of transporting persons who use mobility aids;

"*Administrative Costs*" means the direct and indirect costs and investments attributable to administering the *Inter-municipal TNS Business Licence* scheme, including wages, materials, corporate overhead and rent;

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

"*Community Charter*" means the Community Charter, S.B.C. 2003, c. 26, as may be amended or replaced from time to time;

"*Inter-municipal TNS Business*" means a *TNS Business* that has been licensed to operate in the Region 1 operating area by the Passenger Transportation Board;

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

“Inter-municipal TNS Business Licence By-law” means the by-law adopted by the Council of each *Participating Municipality* to implement the *Inter-municipal TNS Business Licence* scheme contemplated by this Agreement;

“Mobility Aid” has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

“Municipal Business Licence” means a licence or permit, other than an *Inter-municipal TNS 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*;

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

“TNS Business” means a person carrying on the business of providing *Transportation Network Services*;

“Transportation Network Services” has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and

“Zero Emission Vehicle” means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source.

4. Subject to the provisions of the *Inter-municipal TNS Business Licence By-law*, each *Participating Municipality* will permit a *TNS Business* that has obtained an *Inter-municipal TNS Business Licence* to carry on the *Business* of providing *Transportation Network Services* within that *Participating Municipality* for the term authorized by the *Inter-municipal TNS Business Licence* without obtaining a *Municipal Business Licence* for the *TNS Business* in that *Participating Municipality*.

5. All *Inter-municipal TNS Business Licences* will be issued by the City of Vancouver.

6. The City of Vancouver may issue an *Inter-municipal TNS Business Licence* to a *TNS Business* if the *TNS Business* is an *Inter-municipal TNS Business* and meets the requirements of the *Inter-municipal TNS Business Licence By-law*, in addition to the requirements of the City of Vancouver’s License By-law No. 4450.

7. Notwithstanding that a *TNS Business* may hold an *Inter-municipal TNS Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* for the *TNS Business* in the *Participating Municipalities*, the *TNS Business* must still comply with all orders and regulations under any municipal business licence by-law in addition to those under any other by-laws, regulations, or provincial or federal laws that may apply within any jurisdiction in which the *TNS Business* carries on *Business*.

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

9. The annual *Inter-municipal TNS Business Licence* fee is \$155, plus \$150 for each vehicle operating under the authority of the *Inter-municipal TNS Business*, except that the per vehicle fee for *Zero Emission Vehicles* will be \$30, and there will be no per vehicle fee charged for *Accessible Vehicles*.

10. The fee for any additional vehicles that begin operating under the authority of an *Inter-municipal TNS Business Licence* holder after the annual licence fee is paid will be the per vehicle fee set out in section 9, pro-rated by dividing the applicable annual per vehicle fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

11. The City of Vancouver will distribute the revenue generated from *Inter-municipal TNS Business Licence* fees amongst all *Participating Municipalities* based on the City of Vancouver retaining an amount to cover its *Administrative Costs*, with the remaining fees to be distributed proportionally to the *Participating Municipalities*, including the City of Vancouver, based on the number of pick-ups and drop-offs in that *Participating Municipality*. The City of Vancouver will provide the other *Participating Municipalities* with an itemized accounting of the fees collected and disbursed, including an accounting of its *Administrative Costs*, at the time it distributes the remaining fees to those *Participating Municipalities*.

12. The revenue generated from *Inter-municipal TNS Business Licence* fees collected from January 1 to December 31 inclusive that is to be distributed to the *Participating Municipalities* in accordance with section 11, including the fees collected for any additional vehicles under section 10, will be distributed by the City of Vancouver by February 28 of the year following the year in which fees were collected.

13. The length of term of an *Inter-municipal TNS Business Licence* is 12 months, except that the length of term of the initial *Inter-municipal TNS Business Licence* issued to an *Inter-municipal TNS Business* by the City of Vancouver may be less than 12 months in order to harmonize the expiry date of the *Inter-municipal TNS Business Licence* with the calendar year, in which case the annual fee will be pro-rated by dividing the applicable annual licence fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

14. An *Inter-municipal TNS Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal TNS Business Licence* is suspended or cancelled. If a *Participating Municipality* withdraws from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities* in accordance with the *Inter-municipal TNS Business Licence By-law*, then the *Inter-municipal TNS Business Licence* will cease to be valid within the jurisdictional boundary of that former *Participating Municipality*.

15. A *Participating Municipality* may exercise the authority of the City of Vancouver as the issuing municipality and suspend an *Inter-municipal TNS Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The suspension will be in effect throughout all of

the *Participating Municipalities* and it will be unlawful for the holder to carry on the *Business* authorized by the *Inter-municipal TNS Business Licence* in any *Participating Municipality* for the period of the suspension.

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

17. The suspension or cancellation of an *Inter-municipal TNS Business Licence* under section 15 or 16 will not affect the authority of a *Participating Municipality* to issue a *Municipal Business Licence*, other than an *Inter-municipal TNS Business Licence*, to the holder of the suspended or cancelled *Inter-municipal TNS Business Licence*.

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

19. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS 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 TNS Business Licences*, which date must be at least 6 months from the date of the notice; and
- (b) include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal TNS Business Licence* scheme.

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

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

22. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and may be delivered by email or facsimile transmission, and each such counterpart, howsoever delivered, 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.

23. This Agreement replaces and supercedes the Inter-municipal TNS Business Licence Agreement entered into by the City of Abbotsford, the Village of Anmore, the Bowen Island Municipality, the City of Burnaby, the City of Chilliwack, the City of Coquitlam, the City of Delta, the Village of Harrison Hot Springs, the Corporation of the City of Langley, the Corporation of the Township of Langley, the Village of Lions Bay, the City of Maple Ridge, the Corporation of the City of New Westminster, the Corporation of the City of North Vancouver, the Corporation of the District of North Vancouver, the City of Pitt Meadows, the Corporation of the City of Port Coquitlam, the City of Port Moody, the City of Richmond, the District of Squamish, the City of Surrey, the City of Vancouver, the Corporation of the District of West Vancouver, the Resort Municipality of Whistler, and the Corporation of the City of White Rock in 2020.

24. In the event that the municipal Council of a *Participating Municipality* other than the City of Vancouver does not ratify this Agreement, then that municipality will not be considered a *Participating Municipality* for the purposes of this Agreement, and the terms and conditions of this Agreement shall be effective as among the other *Participating Municipalities*.

Signed and delivered on behalf of the *Participating Municipalities*, the Councils of each of which have, by By-law, ratified this Agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

The City of Abbotsford

Mayor _____

Corporate Officer _____

Date _____

Village of Anmore

Mayor _____

Corporate Officer _____

Date _____

Bowen Island Municipality

Mayor _____

Corporate Officer _____

Date _____

City of Burnaby

City Clerk _____

Date _____

City of Chilliwack

Mayor _____

Corporate Officer _____

Date _____

City of Coquitlam

Mayor _____

City Clerk _____

Date _____

City of Delta

Mayor _____

City Clerk _____

Date _____

Village of Harrison Hot Springs

Mayor _____

Corporate Officer _____

Date _____

The District of Hope

Mayor

Corporate Officer

Date

The District of Kent

Mayor

Corporate Officer

Date

The Corporation of the City of Langley

Mayor

Corporate Officer

Date

The Corporation of the Township of Langley

Mayor

Township Clerk

Date

Village of Lions Bay

Mayor

Corporate Officer

Date

City of Maple Ridge

Presiding Member

Corporate Officer

Date

The City of Mission

Mayor

Corporate Officer

Date

The Corporation of the City of New Westminster

Mayor

City Clerk

Date

The Corporation of the City of North Vancouver

Mayor

City Clerk

Date

The Corporation of the District of North Vancouver

Mayor

Municipal Clerk

Date

The City of Pitt Meadows

Mayor _____

Corporate Officer _____

Date _____

The Corporation of the City of Port Coquitlam

Mayor _____

Corporate Officer _____

Date _____

City of Port Moody

Mayor _____

Corporate Officer _____

Date _____

The City of Richmond

Chief Administrative Officer _____

General Manager _____

Corporate and Financial Services

Date _____

District of Squamish

Mayor _____

Corporate Officer _____

Date _____

City of Surrey

Mayor

City Clerk

Date

The City of Vancouver

Director of Legal Services

Date

The Corporation of the District of West Vancouver

Mayor

Corporate Officer

Date

Resort Municipality of Whistler

Mayor

Municipal Clerk

Date

The Corporation of the City of White Rock

Mayor

Director of Corporate Administration

Date

Appendix *B*

IMBL TNS Business Licence Scheme

Bylaw No. 8391, 2023

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8391, 2023

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

WHEREAS the municipalities that have entered or will enter into the *Inter-municipal TNS Business Licence Agreement* (the "*Participating Municipalities*") wish to permit licensed transportation network services ("*TNS*") businesses to operate across their jurisdictional boundaries thereby eliminating the need to obtain a separate municipal business licence in each jurisdiction;

AND WHEREAS each of the *Participating Municipalities* has or will adopt a similar by-law to implement the *Inter-municipal TNS Business Licence* scheme;

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

1. There is hereby established an *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.

2. In this By-law:

"*Accessible Vehicle*" means a motor vehicle designed and manufactured, or converted, for the purpose of transporting persons who use mobility aids;

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

"*Community Charter*" means the *Community Charter*, S.B.C. 2003, c. 26, as may be amended or replaced from time to time;

"*Inter-municipal TNS Business*" means a *TNS Business* that has been licensed to operate in the Region 1 operating area by the Passenger Transportation Board;

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

"*Mobility Aid*" has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39. as may be amended or replaced from time to time;

"*Municipal Business Licence*" means a licence or permit, other than an *Inter-municipal TNS 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*;

"Premises" means one or more fixed or permanent locations where the *TNS Business* ordinarily carries on *Business*;

"TNS Business" means a person carrying on the business of providing *Transportation Network Services*;

"Transportation Network Services" has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

"Vancouver Charter" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and

"Zero Emission Vehicle" means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source.

3. Subject to the provisions of this By-law, each *Participating Municipality* will permit a *TNS Business* that has obtained an *Inter-municipal TNS Business Licence* to carry on the *Business* of providing *Transportation Network Services* within that *Participating Municipality* for the term authorized by the *Inter-municipal TNS Business Licence* without obtaining a *Municipal Business Licence* for the *TNS Business* in that *Participating Municipality*.

4. All *Inter-municipal TNS Business Licences* will be issued by the City of Vancouver.

5. The City of Vancouver may issue an *Inter-municipal TNS Business Licence* to a *TNS Business* if the *TNS Business* is an *Inter-municipal TNS Business* and meets the requirements of this By-law, in addition to the requirements of the City of Vancouver's License By-law No. 4450.

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

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

8. The annual *Inter-municipal TNS Business Licence* fee is \$155, plus \$150 for each vehicle operating under the authority of the *Inter-municipal TNS Business*, except that the per vehicle fee for *Zero Emission Vehicles* will be \$30, and there will be no per vehicle fee charged for *Accessible Vehicles*.

9. The fee for any additional vehicles that begin operating under the authority of an *Inter-municipal TNS Business Licence* holder after the annual licence fee is paid will be the per vehicle fee set out in section 8, pro-rated by dividing the applicable annual per vehicle fee by 12 and

multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

10. The length of term of an *Inter-municipal TNS Business Licence* is 12 months, except that the length of term of the initial *Inter-municipal TNS Business Licence* issued to an *Inter-municipal TNS Business* by the City of Vancouver may be less than 12 months in order to harmonize the expiry date of the *Inter-municipal TNS Business Licence* with the calendar year, in which case the annual fee will be pro-rated by dividing the applicable annual licence fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

11. An *Inter-municipal TNS Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal TNS Business Licence* is suspended or cancelled. If a *Participating Municipality* withdraws from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities* in accordance with this By-law, then the *Inter-municipal TNS Business Licence* will cease to be valid within the jurisdictional boundary of that former *Participating Municipality*.

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

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

14. The suspension or cancellation of an *Inter-municipal TNS Business Licence* under section 12 or 13 will not affect the authority of a *Participating Municipality* to issue a *Municipal Business Licence*, other than an *Inter-municipal TNS Business Licence*, to the holder of the suspended or cancelled *Inter-municipal TNS Business Licence*.

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

16. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS 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 TNS Business Licences*, which date must be at least 6 months from the date of the notice; and

- (b) include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal TNS Business Licence* scheme.

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

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

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

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

21. Council repeals By-law No. 8186, 2020.

22. This By-law shall come into force and take effect on June 1, 2023.

GIVEN THREE READINGS this day of , 2023

ADOPTED this day of , 2023

Patrick Johnstone, Mayor

Lisa Spitale, Acting Corporate Officer

Appendix C

Existing IMBL TNS (Ride-Hailing) Bylaws

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8187, 2020

**A Bylaw to enter into an agreement among the Participating Municipalities
regarding an Inter-municipal Transportation Network Services Business Licence Scheme**

THE COUNCIL OF THE CITY OF NEW WESTMINSTER, in public meeting, enacts as follows:

1. Council hereby authorizes the City to enter into an Agreement with the Participating Municipalities in substantially the form and substance of the Agreement attached to this Bylaw as Schedule A, and also authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City, and to deliver it to the Participating Municipalities on such terms and conditions as the Mayor and City Clerk deems fit.
2. This Bylaw is to come into force and take effect on the date of its enactment.
3. This Bylaw is to be cited as the "Inter-municipal TNS Business Licence Agreement Bylaw".

GIVEN FIRST READING this 9th day of March, 2020

GIVEN SECOND READING this 9th day of March, 2020

GIVEN THIRD READING this 9th day of March, 2020

ADOPTED this 13th day of July, 2020



Mayor Jonathan X. Cote



Jacque Killawee, City Clerk

Schedule A

Inter-municipal TNS Business Licence Agreement

WHEREAS the City of Abbotsford, the Village of Anmore, the Bowen Island Municipality, the City of Burnaby, the City of Chilliwack, the City of Coquitlam, the City of Delta, the Village of Harrison Hot Springs, the Corporation of the City of Langley, the Corporation of the Township of Langley, the Village of Lions Bay, the City of Maple Ridge, the Corporation of the City of New Westminster, the Corporation of the City of North Vancouver, the Corporation of the District of North Vancouver, the City of Pitt Meadows, the Corporation of the City of Port Coquitlam, the City of Port Moody, the City of Richmond, the District of Squamish, the City of Surrey, the City of Vancouver, the Corporation of the District of West Vancouver, the Resort Municipality of Whistler, and the Corporation of the City of White Rock (the "*Participating Municipalities*"), wish to permit transportation network services ("*TNS*") businesses to operate across their jurisdictional boundaries thereby eliminating the need to obtain a separate municipal business licence in each jurisdiction;

NOW THEREFORE the *Participating Municipalities* agree as follows:

1. The *Participating Municipalities* agree to establish an *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.
2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a bylaw to implement an *Inter-municipal TNS Business Licence* scheme effective April 1, 2020 if this Agreement is ratified and a bylaw is enacted prior to or on April 1, 2020, or upon the date of enactment if this Agreement is ratified and a bylaw is enacted after April 1, 2020.

3. In this Agreement:

"*Accessible Vehicle*" means a motor vehicle designed and manufactured, or converted, for the purpose of transporting persons who use mobility aids;

"*Administrative Costs*" means the direct and indirect costs and investments attributable to setting up and administering the *Inter-municipal TNS Business Licence* scheme, including wages, materials, corporate overhead and rent;

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

"*Community Charter*" means the Community Charter, S.B.C. 2003, c. 26, as may be amended or replaced from time to time;

"*Inter-municipal TNS Business*" means a *TNS Business* that has been licensed to operate in the Region 1 operating area by the Passenger Transportation Board;

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

"*Inter-municipal TNS Business Licence Bylaw*" means the bylaw adopted by the Council

of each *Participating Municipality* to implement the *Inter-municipal TNS Business Licence* scheme contemplated by this Agreement;

"Mobility Aid" has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

"Municipal Business Licence" means a licence or permit, other than an *Inter-municipal TNS 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*;

"Premises" means one or more fixed or permanent locations where the *TNS Business* ordinarily carries on *Business*;

"TNS Business" means a person carrying on the business of providing *Transportation Network Services*;

"Transportation Network Services" has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

"Vancouver Charter" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and

"Zero Emission Vehicle" means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source.

4. Subject to the provisions of the *Inter-municipal TNS Business Licence Bylaw*, each *Participating Municipality* will permit a *TNS Business* that has obtained an *Inter-municipal TNS Business Licence* to carry on the *Business* of providing *Transportation Network Services* within that *Participating Municipality* for the term authorized by the *Inter-municipal TNS Business Licence* without obtaining a *Municipal Business Licence* for the *TNS Business* in that *Participating Municipality*.

5. All *Inter-municipal TNS Business Licences* will be issued by the City of Vancouver.

6. The City of Vancouver may issue an *Inter-municipal TNS Business Licence* to a *TNS Business* if the *TNS Business* is an *Inter-municipal TNS Business* and meets the requirements of the *Inter-municipal TNS Business Licence Bylaw*, in addition to the requirements of the City of Vancouver's License Bylaw No. 4450.

7. Notwithstanding that a *TNS Business* may hold an *Inter-municipal TNS Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* for the *TNS Business* in the *Participating Municipalities*, the *TNS Business* must still comply with all orders and regulations under any municipal business licence bylaw in addition to those under any other bylaws, regulations, or provincial or federal laws that may apply within any jurisdiction in which the *TNS Business* carries on *Business*.

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

9. The annual *Inter-municipal TNS Business Licence* fee is \$155, plus \$150 for each vehicle operating under the authority of the *Inter-municipal TNS Business*, except that the per vehicle fee for *Zero Emission Vehicles* will be \$30, and there will be no per vehicle fee charged for *Accessible Vehicles*. Any fees paid by an applicant to any *Participating Municipality* for a *Municipal Business Licence* for the *TNS Business* prior to the availability of the *Inter-municipal TNS Business Licence* that are not refunded by that *Participating Municipality* will be credited against the initial *Inter-municipal TNS Business Licence* fee owing under this section 9.

10. The fee for any additional vehicles that begin operating under the authority of an *Inter-municipal TNS Business License* holder after the annual license fee is paid will be the per vehicle fee set out in section 9, pro-rated by dividing the applicable annual per vehicle fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

11. The City of Vancouver will distribute the revenue generated from *Inter-municipal TNS Business Licence* fees amongst all *Participating Municipalities* based on the City of Vancouver retaining an amount to cover its *Administrative Costs*, with the remaining fees to be distributed proportionally to the *Participating Municipalities*, including the City of Vancouver, based on the number of pick-ups and drop-offs in that *Participating Municipality*. The City of Vancouver will provide the other *Participating Municipalities* with an itemized accounting of the fees collected and disbursed, including an accounting of its *Administrative Costs*, at the time it distributes the remaining fees to those *Participating Municipalities*.

12. If the revenue generated from *Inter-municipal TNS Business Licence* fees in the initial year is insufficient to cover the *Administrative Costs* relating to the initial set up of the scheme, then the City of Vancouver may retain such portion of the *Inter-municipal TNS Business Licence* fees collected in the subsequent year or years as is necessary to reimburse the City of Vancouver for such initial *Administrative Costs*, until the full amount has been recovered.

13. Any revenue payable to a *Participating Municipality* in the initial year will be offset by any fees collected and not refunded by that *Participating Municipality* for a *Municipal Business License* for the *TNS Business* prior to the availability of the *Inter-municipal TNS Business Licence*, and if the fees collected by the *Participating Municipality* exceed the amount owing to that *Participating Municipality*, then that *Participating Municipality* shall remit the difference to the City of Vancouver for inclusion in the revenue distribution set out above.

14. The revenue generated from *Inter-municipal TNS Business Licence* fees collected from January 1 to December 31 inclusive that is to be distributed to the *Participating Municipalities* in accordance with section 11, including the fees collected for any additional vehicles under section 10, will be distributed by the City of Vancouver by February 28 of the year following the year in which fees were collected.

15. The length of term of an *Inter-municipal TNS Business Licence* is 12 months, except that the length of term of the initial *Inter-municipal TNS Business Licence* issued to an *Inter-municipal TNS Business* by the City of Vancouver may be less than 12 months in order to harmonize the expiry date of the *Inter-municipal TNS Business Licence* with the calendar year, in which case the annual fee will be pro-rated by dividing the applicable annual license fee by 12 and multiplying

the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

16. An *Inter-municipal TNS Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal TNS Business Licence* is suspended or cancelled. If a *Participating Municipality* withdraws from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities* in accordance with the *Inter-municipal TNS Business Licence Bylaw*, then the *Inter-municipal TNS Business Licence* will cease to be valid within the jurisdictional boundary of that former *Participating Municipality*.

17. A *Participating Municipality* may exercise the authority of the City of Vancouver as the issuing municipality and suspend an *Inter-municipal TNS Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence 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 TNS Business Licence* in any *Participating Municipality* for the period of the suspension.

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

19. The suspension or cancellation of an *Inter-municipal TNS Business Licence* under section 17 or 18 will not affect the authority of a *Participating Municipality* to issue a *Municipal Business Licence*, other than an *Inter-municipal TNS Business Licence*, to the holder of the suspended or cancelled *Inter-municipal TNS Business Licence*.

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

21. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS 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 TNS Business Licences*, which date must be at least 6 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 TNS Business Licence* scheme.

22. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Councils of the *Participating Municipalities*. Further, nothing contained or implied in this Agreement shall prejudice or affect the *Participating Municipalities'* rights, powers, duties or

obligations in the exercise of their 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*.

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

24. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and may be delivered by email or facsimile transmission, and each such counterpart, howsoever delivered, 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.

25. In the event that the municipal Council of a *Participating Municipality* other than the City of Vancouver does not ratify this Agreement, then that municipality will not be considered a *Participating Municipality* for the purposes of this Agreement, and the terms and conditions of this Agreement shall be effective as among the other *Participating Municipalities*.

Signed and delivered on behalf of the *Participating Municipalities*, the Councils of each of which have, by Bylaw, ratified this Agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

The City of Abbotsford

Mayor

Corporate Officer

Date

Village of Anmore

Mayor

Corporate Officer

Date

Bowen Island Municipality

Mayor

Corporate Officer

Date

City of Burnaby

City Clerk

Date

City of Chilliwack

Mayor

Corporate Officer

Date

City of Coquitlam

Mayor

City Clerk

Date

City of Delta

Mayor

City Clerk

Date

Village of Harrison Hot Springs

Mayor

Corporate Officer

Date

The Corporation of the City of Langley

Mayor

Corporate Officer

Date

The Corporation of the Township of Langley

Mayor

Township Clerk

Date

Village of Lions Bay

Mayor

Corporate Officer

Date

City of Maple Ridge

Presiding Member

Corporate Officer

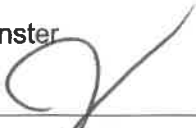

Date

The Corporation of the City of New Westminster

Mayor

City Clerk

Date



August 7, 2020

The Corporation of the City of North Vancouver

Mayor

City Clerk

Date

The Corporation of the District of North Vancouver

Mayor

Municipal Clerk

Date

The City of Pitt Meadows

Mayor

Corporate Officer

Date

The Corporation of the City of Port Coquitlam

Mayor

Corporate Officer

Date

City of Port Moody

Mayor

Corporate Officer

Date

The City of Richmond

Chief Administrative Officer

General Manager

Corporate and Financial Services

Date

District of Squamish

Mayor

Corporate Officer

Date

City of Surrey

Mayor

City Clerk

Date

The City of Vancouver

Director of Legal Services

Date

The Corporation of the District of West Vancouver

Mayor

Corporate Officer

Date

Resort Municipality of Whistler

Mayor

Municipal Clerk

Date

The Corporation of the City of White Rock

Mayor

Director of Corporate Administration

Date

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8186, 2020

A Bylaw to enter into an Inter-municipal TNS Business Licence Scheme

WHEREAS the municipalities that have entered or will enter into the *Inter-municipal TNS Business Licence Agreement* (the "*Participating Municipalities*") wish to permit licensed transportation network services ("*TNS*") businesses to operate across their jurisdictional boundaries thereby eliminating the need to obtain a separate municipal business licence in each jurisdiction;

AND WHEREAS each of the *Participating Municipalities* has or will adopt a similar bylaw to implement the *Inter-municipal TNS Business Licence* scheme;

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

1. There is hereby established an *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.

2. In this Bylaw:

"*Accessible Vehicle*" means a motor vehicle designed and manufactured, or converted, for the purpose of transporting persons who use mobility aids;

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

"*Community Charter*" means the *Community Charter*, S.B.C. 2003, c. 26, as may be amended or replaced from time to time;

"*Inter-municipal TNS Business*" means a *TNS Business* that has been licensed to operate in the Region 1 operating area by the Passenger Transportation Board;

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

"*Mobility Aid*" has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39. as may be amended or replaced from time to time;

"*Municipal Business Licence*" means a licence or permit, other than an *Inter-municipal TNS 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*;

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

“TNS Business” means a person carrying on the business of providing *Transportation Network Services*;

“Transportation Network Services” has the same meaning as in the *Passenger Transportation Act*, S.B.C 2004, c. 39, as may be amended or replaced from time to time;

“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and

“Zero Emission Vehicle” means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source.

3. Subject to the provisions of this Bylaw, each *Participating Municipality* will permit a *TNS Business* that has obtained an *Inter-municipal TNS Business Licence* to carry on the *Business* of providing *Transportation Network Services* within that *Participating Municipality* for the term authorized by the *Inter-municipal TNS Business Licence* without obtaining a *Municipal Business Licence* for the *TNS Business* in that *Participating Municipality*.

4. All *Inter-municipal TNS Business Licences* will be issued by the City of Vancouver.

5. The City of Vancouver may issue an *Inter-municipal TNS Business Licence* to a *TNS Business* if the *TNS Business* is an *Inter-municipal TNS Business* and meets the requirements of this Bylaw, in addition to the requirements of the City of Vancouver’s License Bylaw No. 4450.

6. Notwithstanding that a *TNS Business* may hold an *Inter-municipal TNS Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* for the *TNS Business* in the *Participating Municipalities*, the *TNS Business* must still comply with all orders and regulations under any municipal business licence bylaw in addition to those under any other bylaws, regulations, or provincial or federal laws that may apply within any jurisdiction in which the *TNS Business* carries on *Business*.

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

8. The annual *Inter-municipal TNS Business Licence* fee is \$155, plus \$150 for each vehicle operating under the authority of the *Inter-municipal TNS Business*, except that the per vehicle fee for *Zero Emission Vehicles* will be \$30, and there will be no per vehicle fee charged for *Accessible Vehicles*. Any fees paid by an applicant to any *Participating Municipality* for a *Municipal Business Licence* for the *TNS Business* prior to the availability of the *Inter-municipal TNS Business Licence* that are not refunded by that *Participating Municipality* will be credited against the initial *Inter-municipal TNS Business Licence* fee owing under this section 8.

9. The fee for any additional vehicles that begin operating under the authority of an *Inter-municipal TNS Business License* holder after the annual license fee is paid will be the per vehicle fee set out in section 8, pro-rated by dividing the applicable annual per vehicle fee by 12 and

multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

10. The length of term of an *Inter-municipal TNS Business Licence* is 12 months, except that the length of term of the initial *Inter-municipal TNS Business Licence* issued to an *Inter-municipal TNS Business* by the City of Vancouver may be less than 12 months in order to harmonize the expiry date of the *Inter-municipal TNS Business Licence* with the calendar year, in which case the annual fee will be pro-rated by dividing the applicable annual license fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

11. An *Inter-municipal TNS Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal TNS Business Licence* is suspended or cancelled. If a *Participating Municipality* withdraws from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities* in accordance with this Bylaw, then the *Inter-municipal TNS Business Licence* will cease to be valid within the jurisdictional boundary of that former *Participating Municipality*.

12. A *Participating Municipality* may exercise the authority of the City of Vancouver as the issuing municipality and suspend an *Inter-municipal TNS Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence 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 TNS Business Licence* in any *Participating Municipality* for the period of the suspension.

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

14. The suspension or cancellation of an *Inter-municipal TNS Business Licence* under section 12 or 13 will not affect the authority of a *Participating Municipality* to issue a *Municipal Business Licence*, other than an *Inter-municipal TNS Business Licence*, to the holder of the suspended or cancelled *Inter-municipal TNS Business Licence*.

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

16. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS 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 TNS Business Licences*, which date must be at least 6 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 TNS Business Licence* scheme.

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

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

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

Given first reading this 9th day of March, 2020.

Given second reading this 9th day of March, 2020.

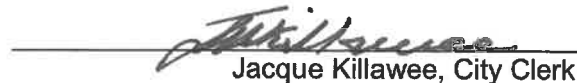
Given third reading this 9th day of March, 2020.

Opportunity to be Heard held this 22nd day of June, 2020

Adopted this 22nd day of June, 2020.



Mayor Jonathan X. Cote



Jacque Killawee, City Clerk