CITY OF PORT COQUITLAM

INTERMUNICIPAL TRANSPORTATION NETWORK SERVICES BUSINESS LICENCE SCHEME AGREEMENT, 2020

Bylaw No. 4163

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. <u>CITATION</u>

This Bylaw is cited as "Intermunicipal TNS Business Licence Agreement Bylaw, 2020, No. 4163".

2. INTERMUNICIPAL SCHEME

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 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.

3. FORCE AND EFFECT

This Bylaw is to come into force and takes effect on the date of its enactment.

READ A FIRST TIME this	day of	, 2020
READ A SECOND TIME this	day of	, 2020
READ A THIRD TIME this	day of	, 2020

Mayor

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 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 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 April 1, 2020 if this Agreement is ratified and a by-law is enacted prior to or on April 1, 2020, or upon the date of enactment if this Agreement is ratified and a by-law 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 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 Intermunicipal 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*. 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 *Intermunicipal 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 Intermunicipal 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.
- 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 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.
- 18. A *Participating Municipality* may exercise the authority of the 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*.
- 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 by-law 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 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 Abbolsion	
Mayor	
Corporate Officer	
Date	
Village of Anmore	
Mayor	
Corporate Officer	
Date	

The City of Abbeteford

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 Langle	У
Mayor	
Corporate Officer	
Date	
The Corporation of the Township of L	angley
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		
The Corporation of the City of North	/ancouver	
Mayor		
City Clerk		
Date		
The Corporation of the District of Nor	th Vancouver	
Mayor		
Municipal Clerk		
Date		
The City of Pitt Meadows		
Mayor		
Corporate Officer		
Date		
The Corporation of the City of Port Co	oquitlam	
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	
City of Surrey Mayor	
Mayor	
Mayor City Clerk	
Mayor City Clerk	
Mayor City Clerk Date	

The Corporation of the District of Wes	st Vancouver
Mayor	
Corporate Officer	
Date	
Resort Municipality of Whistler	
Mayor	
Municipal Clerk	
Date	
The Corporation of the City of White I	Rock
Mayor	
Director of Corporate Administration	
Date	

CITY OF PORT COQUITLAM

INTERMUNICIPAL TRANSPORTATION NETWORK BUSINESS LICENCE BYLAW, 2020

Bylaw No. 4164

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 CORPORATION OF THE CITY OF PORT COQUITLAM, in public meeting, enacts as follows:

1. <u>CITATION</u>

This Bylaw is cited as "Intermunicipal Transportation Network Business Licence Bylaw, 2020, No. 4164".

2. INTERMUNICIPAL SCHEME

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*.

3. <u>DEFINITIONS</u>

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.

- 4. 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*.
- 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 this 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*. 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 *Intermunicipal 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 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.
- 12. 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 Intermunicipal 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.
- 13. 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.
- 14. 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*.
- 15. The suspension or cancellation of an *Inter-municipal TNS Business Licence* under section 13 or 14 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*.

- 16. 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*.
- 17. 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.
- 18. 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.
- 19. 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*.
- 20. 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.

READ A FIRST TIME this	day of	, 2020
READ A SECOND TIME this	day of	, 2020
READ A THIRD TIME this	day of	, 2020

Mayor

Corporate Officer