

CITY OF PORT COQUITLAM

INTERMUNICIPAL TRANSPORTATION NETWORK SERVICES
BUSINESS LICENCE AGREEMENT, 2020

Bylaw No. 4163

1. CITATION

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	25 th day of	February, 2020
READ A SECOND TIME this	25 th day of	February, 2020
READ A THIRD TIME this	25 th day of	February, 2020
ADOPTED this		

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 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 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 *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*. 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 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, 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*.
 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 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 _____

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 _____

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

1. CITATION

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. DEFINITIONS

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 *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 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 *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*.
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	25 th day of	February, 2020
READ A SECOND TIME this	25 th day of	February, 2020
READ A THIRD TIME this	25 th day of	February, 2020
ADOPTED this		

Mayor

Corporate Officer

Bylaws for a Regional Inter-Municipal Ride-hailing Business Licence

RECOMMENDATION:

That Council give first three readings to Bylaw No. 4163 and 4164.

PREVIOUS COUNCIL/COMMITTEE ACTION

December 10, 2019: Council gave first three readings to Bylaws No. 4155 and 4156 that would establish a Tri-City inter-municipal business licence for ride-hailing companies.

REPORT SUMMARY

A regional Inter-Municipal Business Licence (IMBL) scheme for ride-hailing companies has been developed collectively by staff from participating municipalities in the Lower Mainland and Whistler region in a fast-tracked process convened by TransLink at the direction of the Mayors' Council. The proposed IMBL bylaws establish licensing authority; licence fee and structure; licence conditions; and licence fee revenue sharing among participating municipalities within this region. Proceeding with adoption of the proposed bylaws is recommended.

BACKGROUND

On September 16, 2019, amendments to the *Passenger Transportation Act* and the *Motor Vehicle Act* came into effect providing the legislative framework for ride-hailing companies (Transportation Network Services) to operate in the Province of British Columbia.

The provincially-mandated Passenger Transportation Board (PTB) has been provided the sole authority to consider and approve ride-hailing licences and to set requirements and restrictions for these licences. This new legislative framework also sets out how municipalities may regulate ride-hailing companies through issuance of business licences and regulating in street and traffic bylaws. The PTB has divided the Province into 5 distinct regions; Port Coquitlam is located in Region 1, which includes municipalities in Metro Vancouver, Fraser Valley and up to Whistler.

On December 12, 2019, the Mayors' Council on Regional Transportation directed TransLink to facilitate an expedited Inter-Municipal Business Licence IMBL development process with Region 1 municipalities with agreement on bylaw terms by January 31, 2020.

Region 1 municipalities commenced work in late December 2019. An IMBL Working Group was established and met weekly throughout the month of January 2020 to develop the proposal for an IMBL for ride-hailing within the required timeframe.

The proposed ride-hailing IMBL scheme establishes the following:

Licensing Authority: The City of Vancouver will be the licensing authority for the IMBL which means that ride-hailing companies will need to purchase the licence from the City of Vancouver. The licence will allow companies to operate in all participating Region 1 municipalities.

Bylaws for a Regional Inter-Municipal Ride-hailing Business Licence

Licence Fee: The annual IMBL fee will be \$155 per company plus vehicle fees of

- \$150 per standard vehicle
- \$30 per zero-emission vehicle
- \$0 per wheelchair accessible vehicle

The proposed fees are set to be program cost recoverable and not to be prohibitive for companies.

Licence fee revenue will be shared among participating municipalities. The City of Vancouver will first retain funds sufficient to recover costs for set-up and administration of the licence program and remaining revenues will be 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 occurring in each municipality will be provided by the licensees.

Licence Conditions: Companies will be 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.

Data Requirements: Access to detailed trip data is useful for municipalities in understanding the impact of ride-hailing in their communities at both the system-wide and street levels. At the system-wide level it will assist in identifying changes in travel mode share like transit use, cycling and walking. At the street level it can be used to establish solutions to mitigate safety concerns and congestion impacts such as identification of ride-hailing pick-up and drop-off zones. It can also highlight locations that may require enforcement attention.

The BC Passenger Transportation Branch requires comprehensive vehicle and trip data from companies. In early February, the Province confirmed that municipalities will be able to access these data on a regular, on-going basis through a Partnership Agreement with the Passenger Transportation Branch. Consequently, detailed trip data will not be a requirement of the IMBL; municipalities will benefit from access to provincial data, and companies will benefit from not having to duplicate data submission efforts.

Timeframe: Because the terms of the proposed ride-hailing IMBL were developed on a compressed timeline, they should be considered as interim. Staff of participating municipalities will continue to collaborate over the coming months on opportunities for future refinement. For example, there may be additional opportunities to encourage wheelchair accessible or zero emission vehicles, and to adjust the licence fee structure. As more companies are licensed and staff better understand the true costs for licensing and for monitoring industry impacts, such changes can be considered.

Bylaws for a Regional Inter-Municipal Ride-hailing Business Licence

Participating municipalities will be bringing reports to their Councils in February and March 2020 recommending approval of the bylaws, as presented. If approved, the IMBL will take effect on April 1, 2020. For any participating municipalities that enact the bylaw after April 1, 2020, the licence will take effect in that municipality on the day of enactment.

The Cities of Port Coquitlam, Coquitlam and Port Moody had previously pursued a Tri-City version of an IMBL; work on this initiative has halted pending the outcome of a Region 1 IMBL approach.

DISCUSSION

There is strong public support for ride-hailing in the Lower Mainland, and the Province has now authorized three companies to operate in Region 1 (Whistler - Lower Mainland). The proposed IMBL for ride-hailing will support the regional rollout of the industry as companies will be able to operate in participating municipalities with only one business licence. The terms and conditions of the IMBL scheme are proposed by the working group for the following reasons:

- Given the expedited timeframe to develop a licensing scheme, the working group agreed that the City of Vancouver is well positioned for this role as it has developed an infrastructure to support tracking and issuing TNS business licences.
- The per vehicle fee structure was agreed upon as it can be implemented immediately; it enables incentives for specific vehicle types; and it is equitable among companies of all fleet sizes.
- The per vehicle fee of \$150 was set with the aim of achieving administrative program cost recovery and recovery of costs to participating municipalities associated with monitoring business activity and impacts in their communities. Because ride-hailing is a new business type the full costs of licensing and monitoring are not yet known. The licence fee is comparable to licensing fees in other Canadian jurisdictions such as the City of Calgary.
- The discounted fee for zero emission vehicles provides a meaningful incentive while acknowledging that these vehicles do have an administrative cost and physical impact on streets. Wheelchair accessible vehicles are understood to be more expensive to purchase and maintain than non-accessible vehicles, and municipalities want to encourage their participation in ride-hailing as much as possible. Therefore, a \$0 per vehicle fee is proposed.
- Licence fees are to be pro-rated to align with the City of Vancouver's calendar licensing structure. Year 1 of the IMBL program includes set-up costs that are expected to fall in subsequent years as the program is regularized. At the end of each licence year, the City of Vancouver will provide participating municipalities with a year-end account of costs, and revenue to be shared. Companies will self-report monthly all new vehicles operating under their licence, and whether they are standard, zero emission or wheelchair accessible. Once

Bylaws for a Regional Inter-Municipal Ride-hailing Business Licence

a vehicle has been reported and the associated fee paid, the vehicle may operate for the remainder of the calendar year.

- While Cities will be able to access detailed trip data from the Province, as a condition of the IMBL, licenced ride-hailing companies will still be required to report the total number of pick-ups and drop-offs occurring in each participating municipality so as to enable the City of Vancouver to calculate the share of revenue owed to each participating municipality.

Under Provincial authority, Municipalities may also include regulations in their street and traffic bylaws in order to address issues such as congestion and safety. Staff do not believe additional regulations are necessary in Port Coquitlam at this juncture, but will monitor the detailed trip data available from the Province and report back to Council on activity.

This larger regional approach would eliminate the need to pursue the Tri-City inter-municipal licence approach.

FINANCIAL IMPLICATIONS

City of Vancouver anticipates set up and administration of the Business Licence function will be recovered through licence fee revenue. Remaining revenues will be shared based on the percent of total regional pick-ups and drop-offs that occur within each municipality.

CONSULTATION

The working group held an industry information session on January 22, inviting the 17 TNS operators who had applied to the PTB to operate in Region 1 at that time. Participants were informed about the proposed IMBL framework, including specifics, such as fee structure and data requirements. At the time of the consultation, the proposed IMBL included data submission requirements that have since been removed. Fifteen of the applicants invited sent representatives.

In addition to the comments given during the information session, three companies submitted written comments following the session. The working group reviewed and considered all comments submitted.

The TNS industry representatives were generally appreciative of the expedited IMBL process, particularly as two of the applicants received PTB approval during the process and had a more urgent need for an IMBL.

The key concerns heard by the working group were:

1. Fee structure and smaller operators: The working group heard concerns that the fee structure disadvantaged smaller operators who are less able to absorb the per-vehicle charges compared to larger operators.
2. Fee structure and TNS fluidity: The working group heard concerns that the way that fees are charged – based on vehicles that sign on with the company rather than

Bylaws for a Regional Inter-Municipal Ride-hailing Business Licence

- number of vehicles in operation – do not match the fluid nature of the ride-hailing industry which tends to have high driver turnover.
3. Data requirements and granularity: The working group also heard concerns about the level of granularity required for data submissions, with respect to customer privacy.

The working group will take key concerns 1 and 2 under advisement and consider options to address these concerns as part of the ongoing development of a permanent IMBL. The concerns are significant enough and industry perspectives varying enough that further work and consultation is required, and was not possible prior to the January 31 deadline for the interim IMBL.

Regarding data requirement concerns, the working group has since determined that detailed data submission will not be required as part of the IMBL. Municipalities will access provincially collected data through a Partnership Agreement with the Provincial Transportation Branch.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Give first three readings to bylaws that will establish a regional Inter-Municipal Ride-hailing Business Licence
<input type="checkbox"/>	2	Delay first three readings and request staff to provide additional information
<input type="checkbox"/>	3	Take no action (deny first three readings of the bylaws).

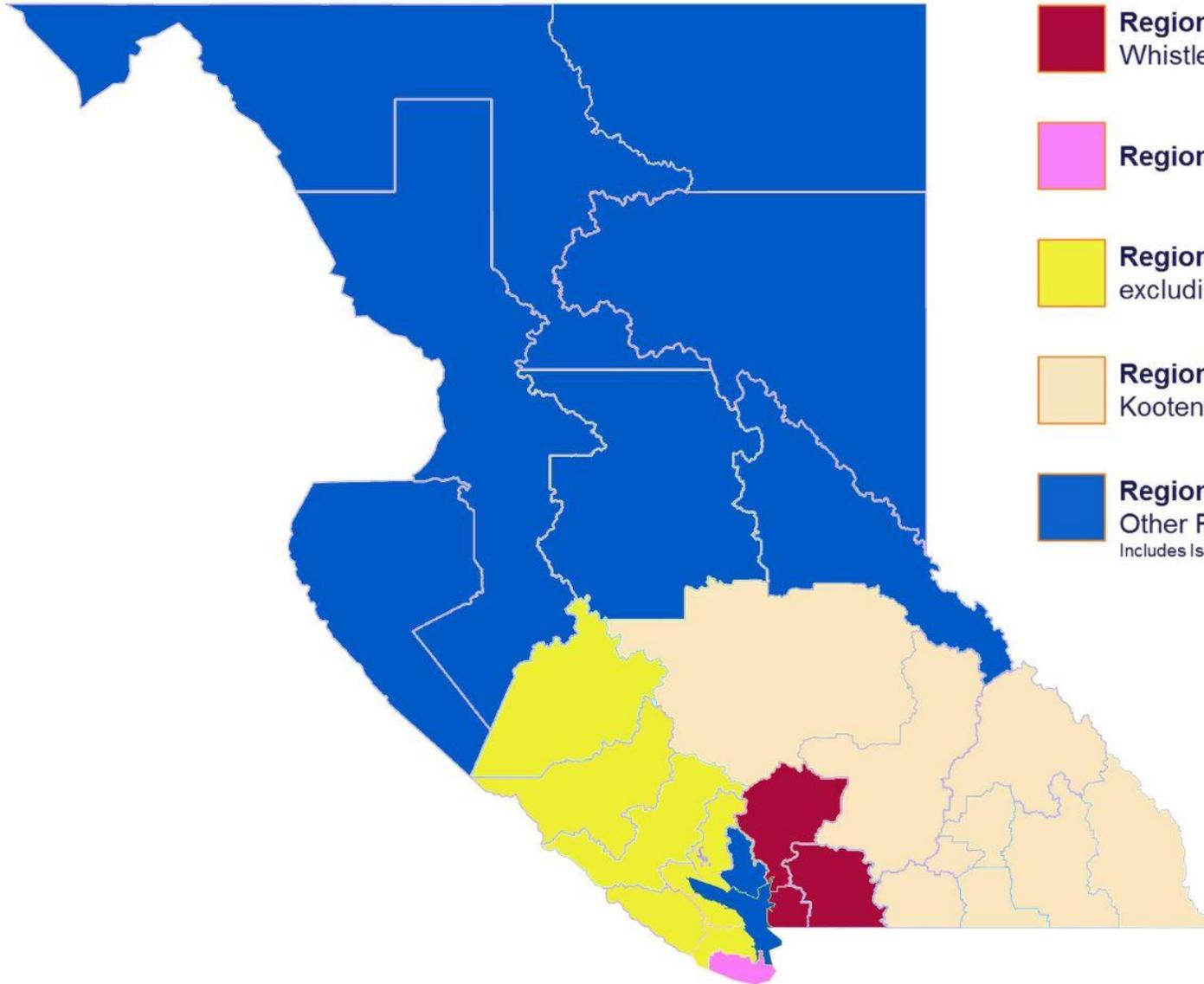
ATTACHMENTS

Attachment #1: Map of PTB Regions

Attachment #2: List of Participating Municipalities

Attachment #3: Bylaws No 4163 and 4164

Lead author(s): Jennifer Little



- Region 1:** Lower Mainland, Whistler
- Region 2:** Capital
- Region 3:** Vancouver Island, excluding CRD
- Region 4:** Okanagan-Kootenay-Boundary-Cariboo
- Region 5:** North Central and Other Regions
Includes Islands Trust and Sunshine Coast

Below are municipalities located in Region 1 who were involved in the development of the IMBL.

Municipality	Confirmed will take for council consideration
Abbotsford	Yes
Anmore	Yes
Belcarra	No
Bowen Island	Yes
Burnaby	Yes
Chilliwack	Yes
Coquitlam	Yes
Delta	Yes
District of Lillooet	No
Harrison Hot Springs	Yes
Hope	No
Kent	No
Langley (City)	Yes
Langley (Township)	Yes
Lions Bay	Yes
Maple Ridge	Yes
Mission	No
New Westminster	Yes
North Vancouver (City)	Yes
North Vancouver (District)	Yes
Pemberton	No
Pitt Meadows	Yes
Port Coquitlam	Yes
Port Moody	Yes
Richmond	Yes
Squamish	Yes
Surrey	Yes
Tsawwassen First Nation	No
Vancouver	Yes
West Vancouver District	Yes
Whistler	Yes
White Rock	Yes