



City of Port Moody

Bylaw No. 3236

A Bylaw to enter into an agreement among the Participating Municipalities regarding an Intermunicipal Transportation Network Services Business Licence Scheme.

The Council of the City of Port Moody enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Intermunicipal Transportation Network Services Business Licence Agreement Bylaw, 2020, No. 3236”.

2. Authorization

- 2.1 The City of Port Moody is hereby authorized to enter into an Agreement with the Participating Municipalities in substantially the form and substance of the Agreement attached to and forming part of this Bylaw.
- 2.2 The Mayor and Corporate Officer are hereby authorized to execute the Agreement on behalf of the City and to deliver it to the Participating Municipalities on such terms and conditions as deemed appropriate.

3. Effective Date

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

4. Attachments and Schedules

- 4.1 Schedule A – Intermunicipal Transportation Network Services (TNS) Agreement.

5. Severability

- 5.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a first time this ___ day of ____, 2020.

Read a second time this ___ day of ____, 2020.

Read a third time this ___ day of ____, 2020.

Adopted this ___ day of ____, 2020.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3236 of the City of Port Moody.

D. Shermer
Corporate Officer

Schedule A

Intermunicipal Transportation Network Services (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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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;

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

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

“Intermunicipal TNS Business Licence Bylaw” means the Bylaw adopted by the Council of each *Participating Municipality* to implement the *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal TNS Business Licence Bylaw*, 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 *Intermunicipal TNS Business Licence* without obtaining a *Municipal Business Licence* for the *TNS Business* in that *Participating Municipality*.
5. All *Intermunicipal TNS Business Licences* will be issued by the City of Vancouver.
6. The City of Vancouver may issue an *Intermunicipal TNS Business Licence* to a *TNS Business* if the *TNS Business* is an *Intermunicipal TNS Business* and meets the requirements of the *Intermunicipal 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 *Intermunicipal 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 Bylaw s, 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 *Intermunicipal 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 *Intermunicipal TNS Business Licence* fee is \$155, plus \$150 for each vehicle operating under the authority of the *Intermunicipal 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 *Intermunicipal TNS Business Licence* that are not refunded by that *Participating Municipality* will be credited against the initial *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal TNS Business Licence* is 12 months, except that the length of term of the initial *Intermunicipal TNS Business Licence* issued to an *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal TNS Business Licence* scheme among the *Participating Municipalities* in accordance with the *Intermunicipal TNS Business Licence Bylaw*, then the *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal TNS Business Licence*, to the holder of the suspended or cancelled *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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, Bylaw s, 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 *Intermunicipal TNS Business Licence* granted in accordance with the *Intermunicipal 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 *Intermunicipal 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 *Intermunicipal 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.

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 _____

Corporation of the City of Langley

Mayor _____

Corporate Officer _____

Date _____

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 _____

Corporation of the City of New Westminster

Mayor _____

City Clerk _____

Date _____

Corporation of the City of North Vancouver

Mayor _____

City Clerk _____

Date _____

Corporation of the District of North Vancouver

Mayor _____

Municipal Clerk _____

Date _____

City of Pitt Meadows

Mayor _____

Corporate Officer _____

Date _____

Corporation of the City of Port Coquitlam

Mayor _____

Corporate Officer _____

Date _____

City of Port Moody

Mayor _____

Corporate Officer _____

Date _____

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

City of Vancouver

Director of Legal Services

Date

Corporation of the District of West Vancouver

Mayor

Corporate Officer

Date

Resort Municipality of Whistler

Mayor

Municipal Clerk

Date

Corporation of the City of White Rock

Mayor

Director of Corporate Administration

Date
