

City of Chilliwack

Bylaw No. 5301

A bylaw to enter into an Inter-municipal Transportation Network Services 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. This bylaw may be cited as “**Inter-municipal Transportation Network Services Business Licence Agreement Bylaw 2023, No. 5301**”
2. The Participating Municipalities agree to establish an Inter-municipal TNS Business Licence scheme among the Participating Municipalities, pursuant to the *Community Charter* and the *Vancouver Charter*.
3. 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 June 1, 2023.

4. 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 amended;

“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 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;

“*Local Government Act*” means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended;

“Mobility Aid” has the same meaning as in the *Passenger Transportation Act*;

“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*; and,

“*Vancouver Charter*” means the *Vancouver Charter*; and

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

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

- 7.** 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.
- 8.** 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.
- 9.** 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.
- 10.** The annual Inter-municipal TNS Business Licence fee is \$155.00, plus \$150.00 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 \$30.00, and there will be no per vehicle fee charged for Accessible Vehicles.
- 11.** 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 10, 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.
- 12.** 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.
- 13.** 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 12, including the fees collected for any additional vehicles under Section 11, will be distributed by the City of Vancouver by February 28 of the year following the year in which fees were collected.

- 14.** 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.
- 15.** 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.
- 16.** 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.
- 17.** 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.
- 18.** The suspension or cancellation of an Inter-municipal TNS Business Licence under Section 16 or 17 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.
- 19.** 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 the *Community Charter* or the *Vancouver Charter*.
- 20.** 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 six months from the date of the notice; and
 - (b) include a certified copy of the municipal Council resolution or bylaw authorizing the municipality's withdrawal from the Inter-municipal TNS Business Licence scheme.
- 21.** 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 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.

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.

26. Council repeals “Intermunicipal Transportation Network Services Business Licence Agreement Bylaw 2020, No. 4793”.

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 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 _____

Received first and second reading on the
Received third reading on the

Notice given under Section 59(2) of the *Community Charter* in two editions of the Chilliwack
Progress on the

Received adoption on the

Mayor

Corporate Officer