



REPORT

Report Date: March 15, 2023
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Meeting Date: April 12, 2023
[Submit comments to Council](#)

TO: Standing Committee on City Finance and Services

FROM: General Manager of Development, Buildings and Licensing

SUBJECT: Expanding the Inter-municipal TNS Business Licence to include Hope, Kent and Mission

RECOMMENDATION

- A. THAT Council approve, in principle, the participation of the District of Hope, the District of Kent, and the City of Mission in the Inter-Municipal TNS Business Licence (IMBL) as described in this report.
- B. THAT Council instruct the Director of Legal Services to prepare and bring forward for enactment the by-laws necessary to enable the participation of the District of Hope, the District of Kent and the City of Mission in the Inter-Municipal TNS Business Licence (IMBL) generally as outlined in Appendix A and Appendix B.

REPORT SUMMARY

The City of Vancouver participates with 24 municipalities in an inter-municipal business licence (IMBL) for ride-hailing companies (Transportation Network Services or TNSs). The participating municipalities are all located in the Passenger Transportation Board's (PTB) ride-hailing boundary of *Region 1*¹ which encompasses Metro Vancouver, Fraser Valley, and Squamish-Lillooet. The IMBL allows companies to purchase one business licence and operate across all participating municipalities. Vancouver is the licensing authority for the IMBL which means it issues and administers the licences, and is responsible for sharing licence fee revenue with participating municipalities at the end of each calendar year. The purpose of the IMBL is to simplify processes for ride-hailing businesses, and it recognizes the regional nature of travel

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

patterns. Three *Region 1* municipalities wish to join the IMBL: the District of Hope; the District of Kent; and the City of Mission. Their inclusion would increase the total number of *Region 1* municipalities participating in the IMBL to 28 out of a total of 32.

To allow new entrants to the IMBL, each participating municipality must approve and enact a new IMBL Agreement and By-laws (Appendix A and Appendix B). Staff recommend Council approve the bylaws to expand the IMBL program to include the District of Hope, the District of Kent and the City of Mission. If approved, the expanded licence would come into effect on June 1, 2023.

COUNCIL AUTHORITY/PREVIOUS DECISIONS

Council is authorized under section 192.1 of the Vancouver Charter to enter into agreements with other municipalities to exercise powers conferred on the City, including the power to issue business licences.

On February 25, 2020 Council approved the establishment of and Vancouver's participation in an inter-municipal business licence (IMBL) for Transportation Network Service providers (Ride-hailing companies). Including the City of Vancouver, 25 Lower Mainland municipalities entered into an IMBL agreement.

CITY MANAGER'S/GENERAL MANAGER'S COMMENTS

The City Manager recommends approval of the foregoing.

REPORT

Background/Context

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

On October 2, 2019 Council approved by-laws to enable ride-hailing in Vancouver and established a business licence for ride-hailing companies to operate in the city. On February 25, 2020, Council approved the establishment of and Vancouver's participation in, an IMBL agreement of 25 *Region 1* municipalities. With the IMBL a ride-hailing company needs to purchase only one licence to operate in all participating municipalities.²

² See the By-law for the list of current participants [Inter-municipal TNS Business Licence Agreement By-law](#).

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

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

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

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

Strategic Analysis

The IMBL for ride-hailing program is in its third year of operation. The City of Vancouver has recovered start-up costs incurred in the initial year of the IMBL. Licence administration processes including the year-end revenue sharing with participating municipalities are functioning effectively. It is staff's assessment that the addition of the District of Hope, the District of Kent, and the City of Mission can be accomplished with limited administrative effort and Section 11 of the Agreement (Appendix A) ensures that any incremental administrative costs incurred will be recovered by the City of Vancouver. Other than adding the three municipalities, the IMBL would remain unchanged from the 2020 Agreement.³

Amendments to the IMBL Agreement and By-laws must be approved and enacted by all participating municipalities. Staff in the 28 municipalities have agreed to bring the Agreement and Licence By-laws to their Councils by May 31, 2023. Should it be approved, the new

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

Agreement will come into force on June 1, 2023. From that day forward, licence holders and new licensees would be able to operate in all 28 municipalities. No action is required on the part of licence holders. The full list of proposed, participating municipalities can be seen in Appendix A, the draft Agreement.

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

Implications/Related Issues/Risk

The addition of the District of Hope, the District of Kent, and the City of Mission can only occur if Councils of all participating municipalities approve and enact the amended Agreement and By-laws (Appendix A and Appendix B) prior to the effective date of June 1, 2023.

Financial

Section 11 of the IMBL Agreement provides for the City of Vancouver to retain revenue to cover cost of licence administration. This means that any incremental increase in administrative costs resulting from the increased number of participating municipalities will have no financial impact on the City of Vancouver.

Legal

There are no legal implications to be considered in relation to this report.

CONCLUSION

Twenty-five PTB *Region 1* municipalities participate in the IMBL for ride-hailing. The program allows ride-hailing companies to purchase one licence to operate across all participating municipalities. Staff recommend that Council approve the expansion of the program to include the *Region 1* municipalities of the District of Hope, the District of Kent, and the City of Mission. If approved, the by-laws and Agreement will be in effect on June 1, 2023.

* * * * *

SCHEDULE A

Inter-municipal TNS Business Licence Agreement

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

NOW THEREFORE the *Participating Municipalities* agree as follows:

1. The *Participating Municipalities* agree to establish an *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.

2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a by-law to implement an *Inter-municipal TNS Business Licence* scheme effective June 1, 2023.

3. In this Agreement:

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

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

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

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

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

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

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

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

“*Municipal Business Licence*” means a licence or permit, other than an *Inter-municipal TNS Business Licence*, issued by a *Participating Municipality* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

“*Participating Municipality*” means any one of the *Participating Municipalities*;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, and the notice must:

- (a) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal TNS Business Licences*, which date must be at least 6 months from the date of the notice; and
- (b) include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal TNS Business Licence* scheme.

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

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

22. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and may be delivered by email or facsimile transmission, and each such counterpart, howsoever delivered, shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the *Participating Municipalities* are not signatories to the original or the same counterpart.

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

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

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

The City of Abbotsford

Mayor _____
Corporate Officer _____
Date _____

Village of Anmore

Mayor _____
Corporate Officer _____
Date _____

Bowen Island Municipality

Mayor _____

Corporate Officer _____

Date _____

City of Burnaby

City Clerk _____

Date _____

City of Chilliwack

Mayor _____

Corporate Officer _____

Date _____

City of Coquitlam

Mayor _____

City Clerk _____

Date _____

City of Delta

Mayor _____

City Clerk _____

Date _____

Village of Harrison Hot Springs

Mayor _____

Corporate Officer _____

Date _____

The District of Hope

Mayor _____

Corporate Officer _____

Date _____

The District of Kent

Mayor _____

Corporate Officer _____

Date _____

The Corporation of the City of Langley

Mayor _____

Corporate Officer _____

Date _____

The Corporation of the Township of Langley

Mayor _____

Township Clerk _____

Date _____

Village of Lions Bay

Mayor _____

Corporate Officer _____

Date _____

City of Maple Ridge

Presiding Member _____

Corporate Officer _____

Date _____

The City of Mission

Mayor _____

Corporate Officer _____

Date _____

The Corporation of the City of New Westminster

Mayor _____

City Clerk _____

Date _____

The Corporation of the City of North Vancouver

Mayor _____

City Clerk _____

Date _____

The Corporation of the District of North Vancouver

Mayor _____

Municipal Clerk _____

Date _____

The City of Pitt Meadows

Mayor _____

Corporate Officer _____

Date _____

The Corporation of the City of Port Coquitlam

Mayor _____

Corporate Officer _____

Date _____

City of Port Moody

Mayor _____

Corporate Officer _____

Date _____

The City of Richmond

Chief Administrative Officer _____

General Manager _____

Corporate and Financial Services

Date _____

District of Squamish

Mayor _____

Corporate Officer _____

Date _____

City of Surrey

Mayor _____

City Clerk _____

Date _____

The City of Vancouver

Director of Legal Services _____

Date _____

The Corporation of the District of West Vancouver

Mayor _____

Corporate Officer _____

Date _____

Resort Municipality of Whistler

Mayor _____

Municipal Clerk _____

Date _____

The Corporation of the City of White Rock

Mayor _____

Director of Corporate Administration _____

Date _____

APPENDIX B

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

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

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

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

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

2. In this By-law:

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

“*Business*” has the same meaning as in the *Community Charter*;

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

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

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

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

“*Municipal Business Licence*” means a licence or permit, other than an *Inter-municipal TNS Business Licence*, issued by a *Participating Municipality* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

“*Participating Municipality*” means any one of the *Participating Municipalities*;

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

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

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

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

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

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

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

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

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

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

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

9. The fee for any additional vehicles that begin operating under the authority of an *Inter-municipal TNS Business Licence* holder after the annual licence fee is paid will be the per vehicle fee set out in section 8, pro-rated by dividing the applicable annual per vehicle fee by 12 and multiplying the resulting number by the number of months remaining in that calendar year, including any partial months which will be counted as whole months.

10. The length of term of an *Inter-municipal TNS Business Licence* is 12 months, except that the length of term of the initial *Inter-municipal TNS Business Licence* issued to an *Inter-municipal*

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

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

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

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

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

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

16. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the *Inter-municipal TNS Business Licence* scheme among the *Participating Municipalities*, and the notice must:

- (a) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal TNS Business Licences*, which date must be at least 6 months from the date of the notice; and
- (b) include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal TNS Business Licence* scheme.

