
TO: CHIEF ADMINISTRATIVE OFFICER **DATE:** 2023 Mar 28

FROM: GENERAL MANAGER COMMUNITY SAFETY

SUBJECT: INTER-MUNICIPAL TRANSPORTATION NETWORK SERVICES (TNS) BUSINESS LICENCE PROGRAM - INCLUSION OF DISTRICT OF HOPE, DISTRICT OF KENT AND CITY OF MISSION

PURPOSE: To recommend implementation of new bylaws to add District of Hope, District of Kent and City of Mission to Inter-Municipal Business Licence program for Transportation Network Services.

RECOMMENDATIONS:

1. **THAT** Council approve participation of the District of Hope, the District of Kent, and the City of Mission in the Inter-Municipal TNS Business Licence program.
2. **THAT** Council authorize the City Solicitor to bring forward *Burnaby Inter-Municipal TNS Business Licence Agreement Bylaw 2023*, substantially in the form set out in Attachment 1 of this report, effective June 1, 2023.
3. **THAT** Council authorize the City Solicitor to bring forward *Burnaby Inter-Municipal TNS Business Licence Bylaw 2023*, substantially in the form set out in Attachment 2 of this report, effective June 1, 2023.

REPORT

1.0 INTRODUCTION

The City of Burnaby participates with 24 other municipalities in an Inter-Municipal Business Licence (IMBL) for Transportation Network Services companies (TNS) commonly known as ride-hailing companies. The participating municipalities are all located in the Passenger Transportation Board's (PTB) ride-hailing boundary of Region 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. The purpose of the IMBL is to simplify processes for ride-hailing businesses in recognition of the regional nature of travel patterns.

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Three additional Region 1 municipalities now wish to join the IML: a) District of Hope; b) District of Kent, and c) City of Mission. Their inclusion would increase the total number of Region 1 municipalities participating in the IML to 28.

To allow new entrants to the IML, each participating municipality must approve and enact new IML Agreement and IML bylaws for transportation network services (**Attachments 1 and 2**).

Staff recommend Council approve expanding the IML TNS program to include the District of Hope, District of Kent and City of Mission. If approved, the expanded licence would come into effect on June 1, 2023.

2.0 POLICY

The expansion of business opportunities is aligned with the *Burnaby Strategic Plan* (2022), the *Burnaby Economic Development Strategy* (2007), and the *Burnaby Social Sustainability Strategy* (2011).

3.0 BACKGROUND

In September of 2019, amendments to the Passenger Transportation Act came into effect to permit TNS operations in British Columbia. Around that time, Provincial legislation took effect that greatly reduced municipal ability to regulate ride-share operations. The PTB retained authority to approve companies to operate ride-hailing services, and establish the boundaries of each company's operations.

Ride-hailing companies are generally authorized to operate in multiple municipalities based on a system of five Provincial Regions established by the PTB. Burnaby is part of the PTB's Region 1, which includes Metro Vancouver, the Fraser Valley, and Squamish-Lillooet.

On April 27, 2020, Burnaby City Council adopted the *Burnaby Inter-Municipal TNS Business Licence Agreement Bylaw 2020* and the *Burnaby Inter-Municipal TNS Business Licence Bylaw 2020* in order to permit Burnaby's participation in the Region 1 IML. Region 1 comprises a total of 32 municipal authorities and all were invited to participate in the development and implementation of the 2020 IML. At the time of implementation 25 municipalities adopted the required bylaws and entered into the Agreement.

An IML is formed through common bylaws enacted by each participating municipality. The IML Agreement Bylaw 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 business licence. A second bylaw, the IML bylaw, is the formal mechanism that sets out the various terms and conditions that apply

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to the IMBL across the participating municipalities. In ratifying the IMBL bylaws 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. Vancouver recovers any administrative costs related to 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 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.

The 2023 bylaws implement the exact same licensing and participation program amongst the participating municipalities, with the only difference being the addition of the District of Hope, District of Kent and City of Mission.

4.0 RECOMMENDATION

The IMBL for ride-hailing program is in its third year of operation. Licence administration processes including the year-end revenue sharing with participating municipalities have functioned well to date. The addition of the District of Hope, District of Kent, and City of Mission can be accomplished with limited impact to the provisions contained in the current agreement and bylaw. Other than adding the three municipalities, the IMBL would remain unchanged from the 2020 program and the 2020 agreement and bylaw would be in place until the new 2023 bylaws come into effect.

Staff in the 28 municipalities have agreed to bring the new 2023 Agreement and Licence Bylaws to their Councils for adoption by May 31, 2023, in order to attain an effective date of 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 Attachment 1, the draft Agreement Bylaw.

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In accordance with this report, staff recommend that Council authorize the City Solicitor to bring forward:

- (a) *Burnaby Inter-Municipal TNS Business Licence Agreement Bylaw 2023*; and
- (b) *Burnaby Inter-Municipal TNS Business Licence Bylaw 2023*,

substantially in the form set out in Attachment 1 and Attachment 2 of this report. The bylaws appear elsewhere on this Council agenda for consideration for 1st, 2nd and 3rd readings.

The Community Charter requires that before adopting a bylaw in regards to business regulation, Council must give notice of its intention and provide an opportunity for persons who consider they are affected by the bylaw to make representations to Council. In order to ensure all interested parties are provided sufficient notification, notice of the proposed *Burnaby Inter-municipal TNS Business Licence Agreement Bylaw 2023* and *Burnaby Inter-municipal TNS Business Licence Bylaw 2023* will be advertised in the local newspaper for two consecutive weeks after 1st, 2nd and 3rd readings of these bylaws. The notice will provide a deadline of noon, Friday May 5, 2023 to make written submissions. All responses will be collected and provided to Council prior to final adoption of the bylaws.



Dave Critchley
GENERAL MANAGER COMMUNITY SAFETY

DC:dl

Attachments: 1) *Burnaby Inter-Municipal TNS Business Licence Agreement Bylaw 2023*
2) *Burnaby Inter-Municipal TNS Business Licence Bylaw 2023*

Copied to: Deputy Chief Administrative Officer and Chief Financial Officer
General Manager Planning and Development
City Solicitor
RCMP Officer in Charge

BY-LAW NO. XXXXX

A By-law to enter into an agreement
among the Participating Municipalities
regarding an Inter-municipal Transportation
Network Services Business Licence Scheme

THE COUNCIL OF THE CITY OF BURNABY, in public meeting, enacts as follows:

1. 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 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 City Solicitor and Chief Licence Inspector deem fit.
2. This By-law is to come into force and take effect on June 1, 2023.
3. This By-law is to be cited as the "**Burnaby Inter-municipal TNS Business Licence Agreement Bylaw 2023**".

FIRST READING _____ day of _____, 2023

SECOND READING _____ day of _____, 2023

THIRD READING _____ day of _____, 2023

PUBLIC NOTICE DATES _____ day of _____, 2023 and _____ day of _____, 2023

ADOPTION _____ day of _____, 2023

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 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 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. 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 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.

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.

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. 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.

26. 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

Corporate Officer

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 _____

BY-LAW NO. XXXXX

A Bylaw to establish the
Inter-municipal Transportation Network
Services 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 BURNABY, 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 License* holder after the annual license 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 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.
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.
17. 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.
18. 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*.
19. 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.
20. Burnaby Inter-municipal TNS Business Licence Bylaw 2020 (Bylaw No. 14139) is hereby repealed.
21. This By-law shall come into force and take effect on June 1, 2023.
22. This By-law is to be cited as the “**Burnaby Inter-municipal TNS Business Licence Bylaw 2023**”.

FIRST READING

___ day of ____, 2023

SECOND READING

___ day of ____, 2023

THIRD READING

___ day of ____, 2023

ATTACHMENT 2

Bylaw No. XXXXX

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PUBLIC NOTICE DATES ____ day of _____, 2023 and ____ day of _____, 2023

ADOPTION ____ day of _____, 2023

MAYOR

CORPORATE OFFICER