



City of Maple Ridge

## **Inter Municipal TNS Business Licence Agreement Bylaw No. 7918 - 2023**

Effective Date:

City of Maple Ridge

Inter Municipal TNS Business Licence Agreement Bylaw  
No. 7918 - 2023

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## City of Maple Ridge

**Inter Municipal TNS Business Licence Agreement Bylaw No. 7918-2023**

A bylaw to enter into an agreement among the Participating Municipalities  
regarding an Inter Municipal Transportation Network Services Business Licence

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**WHEREAS** the Council of the City of Maple Ridge deems it expedient to provide for a bylaw to enter into an agreement among the Participating Municipalities regarding an Inter Municipal Transportation Network Services Business Licence;

**NOW THEREFORE**, the Council of the City of Maple Ridge enacts as follows:

**Part 1 Citation**

- 1.1 This bylaw may be cited as "Inter Municipal TNS Business Licence Agreement Bylaw No. 7918-2023.

**Part 2 Previous Bylaw Repeal**

- 2.1 Inter Municipal TNS Business Licence Agreement Bylaw No. 7622-2020

**Part 3 Bylaw Agreement**

- 3.1 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 Corporate Officer deems fit.
- 3.2 This Bylaw is to come into force and take effect on the date of its enactment.

**Schedules**

Schedule A – Inter Municipal TNS Business Licence Agreement

READ A FIRST TIME on April 25, 2023.

READ A SECOND TIME on April 25, 2023.

READ A THIRD TIME on April 25, 2023.

ADOPTED by the Council on \_\_\_\_\_.

\_\_\_\_\_  
**PRESIDING MEMBER**

\_\_\_\_\_  
**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** 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 **Inter Municipal TNS Business Licence** 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 setting up and administering the **Inter Municipal TNS Business Licence**, 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 licenced to operate in the Region 1 operating area by the Passenger Transportation Board;

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

“**Inter Municipal TNS Business Licence Bylaw**” means the Bylaw adopted by the Council of each **Participating Municipality** to implement *the Inter Municipal TNS Business Licence* 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 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**.
5. All **Inter Municipal TNS Business Licences** will be issued by the City of Vancouver.
6. The City of Maple Ridge 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 Maple Ridge Business Licencing and Regulation Bylaw.
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 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**.
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 Maple Ridge 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** 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**.
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 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.
16. A **Participating Municipality** may exercise the authority of the of the City of Vancouver as the issuing municipality and cancel an **Inter Municipal TNS Business Licence** in relation to conduct by the holder within the **Participating Municipality** which would give rise to the power to cancel a business licence under the **Community Charter** or **Vancouver Charter** or the business licence Bylaw 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 17 or 18 will not affect the authority of a **Participating Municipality** to issue a **Municipal Business Licence**, other than an **Inter Municipal TNS Business Licence**, to the holder of the suspended or cancelled **Inter Municipal TNS Business Licence**.
  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**.
  19. A **Participating Municipality** may, by notice in writing to each of the other **Participating Municipalities**, withdraw from the **Inter Municipal TNS Business Licence** 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** .
  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, 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**.
  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** 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** .

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 Bylaw, ratified this Agreement and authorized their signatories to sign on behalf of the respective Councils.

<b>The City of Abbotsford</b>	
Mayor	
Corporate Officer	
Date	
<b>Village of Anmore</b>	
Mayor	
Corporate Officer	
Date	
<b>Bowen Island Municipality</b>	
Mayor	



Corporate Officer	
Date	
<b>City of Burnaby</b>	
City Clerk	
Date	
<b>City of Chilliwack</b>	
Mayor	
Corporate Officer	
Date	
<b>City of Coquitlam</b>	
Mayor	
City Clerk	
Date	
<b>City of Delta</b>	
Mayor	
City Clerk	
Date	
<b>Village of Harrison Hot Springs</b>	
Mayor	
Corporate Officer	
Date	
<b>The District of Hope</b>	
Mayor	
Corporate Officer	
Date	
<b>The District of Kent</b>	
Mayor	
Corporate Officer	
Date	

<b>The Corporation of the City of Langley</b>	
Mayor	
Corporate Officer	
Date	
<b>The Corporation of the Township of Langley</b>	
Mayor	
Township Clerk	
Date	
<b>Village of Lions Bay</b>	
Mayor	
Corporate Officer	
Date	
<b>City of Maple Ridge</b>	
Presiding Member	
Corporate Officer	
Date	
<b>The City of Mission</b>	
Mayor	
Corporate Officer	
Date	
<b>The Corporation of the City of New Westminster</b>	
Mayor	
City Clerk	
Date	
<b>The Corporation of the City of North Vancouver</b>	
Mayor	
City Clerk	
Date	
<b>The Corporation of the District of North Vancouver</b>	

Mayor	
Municipal Clerk	
Date	
<b>The City of Pitt Meadows</b>	
Mayor	
Corporate Officer	
Date	
<b>The Corporation of the City of Port Coquitlam</b>	
Mayor	
Corporate Officer	
Date	
<b>City of Port Moody</b>	
Mayor	
Corporate Officer	
Date	
<b>The City of Richmond</b>	
Chief Administrative Officer	
General Manager	
Corporate and Financial Services	
Date	
<b>District of Squamish</b>	
Mayor	
Corporate Officer	
Date	
<b>City of Surrey</b>	
Mayor	
City Clerk	
Date	
<b>The City of Vancouver</b>	

Director of Legal Services	
Date	
<b>The Corporation of the District of West Vancouver</b>	
Mayor	
Corporate Officer	
Date	
<b>Resort Municipality of Whistler</b>	
Mayor	
Municipal Clerk	
Date	
<b>The Corporation of the City of White Rock</b>	
Mayor	
Director of Corporate Administration	
Date	