



City of Richmond

Report to Committee

To: General Purposes Committee **Date:** May 19, 2023
From: Mark Corrado **File:** 12-8375-01/2023-Vol
 Director, Community Bylaw & Licencing 01
Re: **Expanding the Inter-Municipal TNS Business Licence**

Staff Recommendations

1. That Inter-Municipal Business Licence Agreement Bylaw No. 10134, Amendment Bylaw No. 10468, to expand the participating municipalities for ride-hailing services, be introduced and given first, second and third readings; and
2. That Inter-Municipal Business Licence Bylaw No. 10159, Amendment Bylaw No. 10471, with minor housekeeping revisions, be introduced and given first, second and third readings.

Mark Corrado
 Director, Community Bylaw & Licencing
 (604-276-8673)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO

Staff Report

Origin

At the March 20, 2020 Council Meeting the following referral was received:

(1) That Inter-Municipal Business Licence Agreement Bylaw No. 10134, to allow the City to enter into an agreement with partner municipalities for ride-hailing services, be introduced and given first, second and third readings;

(2) That Inter-Municipal Business Licence Bylaw No. 10159, which specifies various licensing terms for ride-hailing, be introduced and given first, second and third readings; and

(3) That staff be directed to report back on the development of a permanent inter-municipal business licence for ride-hailing services.

This report addresses section three of the referral by bringing forward bylaw amendments that further refine and expand the existing inter-municipal business licence for ride-hailing services.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.4 Enhance Richmond's robust transportation network by balancing commercial, public, private and active transportation needs.

Focus Area #3 A Safe and Prepared Community:

Community safety and preparedness through effective planning, strategic partnerships and proactive programs.

3.2 Leverage strategic partnerships and community-based approaches for comprehensive safety services.

Background

Since April 1, 2020, the City of Richmond has been one of 25 participating municipalities in an inter-municipal business licence (IMBL) for Transportation Network Services (TNS) colloquial known as ride-hailing providers. The participating municipalities are all located in the Passenger Transportation Board's (PTB) ride-hailing boundary of Region 1¹ which encompasses Metro Vancouver, Fraser Valley, and Squamish-Lillooet. The IMBL allows companies to purchase one business licence and operate across all participating municipalities.

¹ [PTB Operating regions](#) for ride-hailing services

The City of Vancouver is the licensing authority for the TNS 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 TNS IMBL is to simplify processes for ride-hailing businesses, as it recognizes the regional nature of travel.

Analysis

Bylaw Amendments

Three Region 1 municipalities wish to join the TNS IMBL program: The District of Hope, The District of Kent; and the City of Mission. In order to accommodate these new participants, each municipality already involved in the program must adopt a revised inter-municipal business licence agreement and bylaw. Drafts of the proposed amendments to Bylaw No. 10134 and Bylaw No. 10159 have been prepared and are recommended for adoption.

By incorporating these three new municipalities, the total number of participating municipalities in the program would increase to 28 out of the 32 potential municipal authorities within Region 1, as defined by PTB's ride-hail service boundaries. Presently, there are five TNS service providers licensed by the PTB. General housekeeping revisions have also been included based on feedback from the Region 1 IMBL working group.

Financial Impact

None.

Conclusion

Currently, there are twenty-five municipalities in Region 1 that are participating in the TNS IMBL program for ride-hailing services. To continue as a participating municipality, it is recommended that Council approve the proposed amendments to include three new municipalities and refine the existing IMBL program.



Mark Corrado
Director, Community Bylaws and Licencing
(604-204-8673)



Inter-Municipal Business Licence Bylaw No. 10159
Amendment Bylaw No. 10471

The Council of the City of Richmond enacts as follows:

- 1. Inter-Municipal Business Licence Bylaw No. 10159, as amended, is further amended by deleting the entirety of Section 8 and replacing it with the following:

“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.”

FIRST READING

SECOND READING

THIRD READING

ADOPTED

Four horizontal lines for signatures corresponding to the reading stages.

Table with approval stamps: CITY OF RICHMOND, APPROVED for content by originating dept. MC, APPROVED for legality by Solicitor LB.

MAYOR

CORPORATE OFFICER



**Inter-Municipal Business Licence Agreement Bylaw No. 10134
Amendment Bylaw No. 10468**

The Council of the City of Richmond enacts as follows:

1. **Inter-Municipal Business Licence Agreement Bylaw No. 10134**, is amended by deleting Schedule “A” in its entirety and replacing it with Schedule “A” attached hereto.
2. This Bylaw is cited as “**Inter-Municipal Business License Agreement Bylaw No. 10134, Amendment Bylaw No. 10468**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
MC
APPROVED for legality by Solicitor
LB

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 *Licence 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.

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 _____