



CTS Licence Amendments Consultation Report



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER



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TRUCKING COMMISSIONER

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Executive Summary

The Office of the BC Container Trucking Commissioner (“OBCCTC”) published a CTS Licence Amendments Consultation Guide on April 13, 2022 summarizing amendments proposed for the Container Trucking Services Licence (“Licence”). Stakeholders were asked to provide their comments on the amendments through written submissions and consultation meetings. The information received from stakeholders is detailed in this consultation report.

The consultation focused on the following topics:

- 2-year licence term extension
- prohibition of using unlicensed affiliate companies for container trucking services and from contracting with unrelated, unlicensed companies for the provision of container trucking services; and
- electronic record keeping and payroll systems requirements as a condition of licence.

The amendments were generally understood and supported by stakeholders. There were requests to further define terms in the CTS Licence. Guidelines and specific language were suggested by stakeholders regarding electronic record keeping systems to ensure that there would be clarity about what systems would be acceptable and adequate. Questions regarding the proposed licence language amendments are answered in this consultation report.

The OBCCTC will be proceeding with a two-year extension to the term of the 2020 CTS Licence, pursue enforcement of the existing regulatory structure around off-dock drayage activity, and amend the Licence to include electronic record keeping requirements.

Consultation Process

The Office of the BC Container Trucking Commissioner (“OBCCTC”) published a consultation guide on April 13, 2022 providing stakeholders with background and questions on consultation topics including a proposed licence term extension, and the language of amendments concerning off-dock activity and electronic record keeping requirements. Stakeholders were asked to provide comment through written submissions. Three submissions were received and posted on the OBCCTC website. A list of, and a link to, the submissions are included in Appendix I.

An Industry Advisory Committee (IAC) meeting was held on May 10, 2022, where the Commissioner met with stakeholders who represented company drivers, Independent Operators (“I/O”), licensees, unions and shippers. A list of attendees and a link to meeting notes are included in Appendix II.

Licence Term Extension

The OBCCTC proposes to extend the term of the current 2020 CTS Licence by two years to accommodate licensees as they make appropriate arrangements to implement electronic record keeping systems and to ensure that unlicensed parties are no longer being used to conduct container trucking services (“CTS”). The 2020 Licence would expire on November 30, 2024 if term were extended as proposed.

What We Heard

Stakeholders generally supported the two-year term extension for the Licence. Licensees raised concerns over opportunities to apply for additional truck tags outside of the license application process; however, there has been an opportunity to apply for additional truck tags and there will be an opportunity to convert truck tags prior to the proposed extension of the term.

One union representative reiterated their position that fleet sizes should not be expanded unless it is conclusively shown that fleets are being fully utilized.

Off-dock Amendments – Unlicensed Companies

As the OBCCTC had already conducted extensive consultation regarding off-dock CTS, and has already decided to prohibit licensees from subcontracting with unlicensed companies for off-dock CTS, stakeholders were invited to comment only on the draft language of the prohibition and on the amount of transition time required to adapt to the new prohibition.

What We Heard

Stakeholders respected the prohibition against subcontracting with unlicensed parties for off-dock CTS, but sought clarity as to what CTS work can be subcontracted to unlicensed companies and when the Commissioner’s rate is required. It was suggested that the language and terms used in the subcontracting prohibition be more specific.

One submission supported swift and comprehensive enforcement of the prohibition within 30 days of its coming into effect.

Electronic Record Keeping Requirements

Licensees will be required to electronically track driver activity and link that tracking to electronic driver payroll systems. Electronic record keeping will modernize and professionalize record keeping practices and increase compliance in the industry. Licensees will be required to provide the OBCCTC with this electronic data upon request and to confirm that there is an electronic CTS tracking device or technology installed in each tagged truck.

The OBCCTC consulted on this topic to canvas options for a feasible timeline for implementation, and to better understand current approaches to tracking driving activity and payroll.

What We Heard

While stakeholders generally understood the need to transition to electronic record keeping systems, stakeholders asked for more specific guidelines about what information would need to be provided and about what systems would meet the requirements. Licensees were clear that they did not want to spend time and money implementing a new system only to find out later that it is not adequate. One stakeholder recommended the use of the term “telematics” to help clarify the type of system required by the OBCCTC.

Stakeholders also inquired about the Vancouver Fraser Port Authority’s (VFPA) new GPS units that will be installed in trucks, and whether they can be used to satisfy the OBCCTC’s electronic record keeping requirements. Other stakeholders suggested the use of a standardized system managed by the OBCCTC to be implemented by all licensed companies.

Union and driver representatives expressed concern that the cost of the systems would be deducted from a driver’s pay.

Consultation Response

Based on the responses received in consultation, the OBCCTC will be proceeding as set out below.

Licence Term Extension

The OBCCTC will be proceeding with a two-year extension to the term of the 2020 CTS Licence, with an amended expiry date of November 30, 2024. Amended licences will be issued to licensees prior to the current expiry date of November 30, 2022.

The OBCCTC recognizes that licensees want to be able to apply for additional truck tag in the absence of a new licensing process. The OBCCTC held an additional truck tag application process in July of this year to provide licensees with the opportunity to apply for additional truck tags. There will also be an opportunity to convert truck tags prior to the licence term extension.

Off-dock Amendments – Unlicensed Companies

After extensive consultation regarding off-dock drayage activity in the Lower Mainland, the OBCCTC will be pursuing the enforcement of the existing regulatory structure, with some modifications, rather than making more wholesale change.

Industry advisories published on February 28, 2022 and May 18, 2022 have clarified definitions of “container” and “container trucking services” and what container movements attract the Commissioner’s rates and require a CTS Licence and truck tag.

Stakeholders were in support of the OBCCTC’s approach to off-dock regulation and recognized the OBCCTC’s efforts to provide further clarity. One stakeholder organization raised questions about defined terms in the CTS Licence and about the off-dock amendments and electronic record keeping requirements. These questions are addressed below.

Defined Terms in CTS Licence

It was noted in one submission that some of the defined terms in the draft CTS Licence do not match the corresponding definitions in the *Container Trucking Act* (the “Act”) and *Container Trucking Regulation* (the “Regulation”). It was suggested that these definitions should have the same meaning in the CTS Licence as they do in the *Act* or *Regulation* or that different words should be used in the CTS Licence if new meaning is assigned to those terms. It was also suggested that when referencing a defined term or applying a definition in decision making, the Commissioner should ensure that the legislative definition is used.

No changes to the definitions in the License have been proposed. Each defined term in the draft CTS Licence has the same definition as in the *Act* or *Regulation* and the Commissioner does not have the authority to change definitions in the *Act* or *Regulation* by redefining them in the CTS Licence. The Commissioner does, however, have the authority to interpret the meaning of the terms in a manner consistent with the *Act* and *Regulation*. For example, the OBCCTC’s May 18, 2022 Industry Advisory provides clarification about how the Commissioner interprets the definition of “container” in the *Regulation*.

Proposed amendments to sections 6.3 and 6.15 of the CTS Licence

It has been suggested that the proposed language in sections 6.3 and 6.15 of the draft CTS Licence expands the requirements of the Act and licence outside the Lower Mainland and that licensees should not be prohibited from subcontracting with unlicensed companies for the transportation of a container to or from a location outside the Lower Mainland.

Neither section 6.3 or 6.15 in the draft CTS Licence prohibits licensees from subcontracting with unlicensed companies or using untagged trucks for the transportation of a container to or from a location outside the Lower Mainland because the transportation of a container to or from a location outside the Lower Mainland is not “container trucking services” as defined in the legislation (these services would be considered “long-haul”). Sections 6.3 and 6.15 of the proposed amendments prohibit a licensee from subcontracting with an unlicensed company and/or using untagged trucks to perform container trucking services in an area which is prescribed in the *Regulation* (section 2(2)) as the Lower Mainland.

Electronic Record Keeping Requirements

Stakeholders sought more specific guidelines from the OBCCTC as to what type of electronic record keeping systems would comply with the OBCCTC’s record keeping requirements.

System Options

The introduction of electronic record keeping requirements is intended to increase industry compliance with the rate and record keeping requirements by eliminating the use of paper based/manual trip or hourly tracking and payroll systems which are harder to manage, easier to manipulate and have more potential for error.

The electronic system referenced in the draft draft amendments must be a telematic system which generates electronic data that can be used by an electronic payroll system. Telematics is defined as “a method of monitoring cars, trucks, equipment and other assets by using GPS technology and on-board diagnostics (OBD) to plot the asset’s movements on a computerized map.” It is also referred to as “fleet tracking or GPS vehicle tracking.”¹

The OBCCTC will not recommend specific telematic systems as there are already a range of acceptable systems in use by licensees and it is for the licensees to determine which system best suits their needs. The OBCCTC does not intend to administer a standardized telematics system to track Container Trucking Services because of the administrative burden that would be placed on the office.

Stakeholders have inquired whether the Port of Vancouver’s (the “Port”) new Smart Fleet GPS system (Service Provider-Geotab) could be used to satisfy the electronic Container Trucking Services tracking requirement of the draft CTS Licence. Drivers can record their hours of container trucking services using a mobile app called Geotab Drive in conjunction with their Geotab GO telematics device. Licensees may be able to use this for drivers paid by the hour.

The electronic payroll and wage statement requirements of the draft amendments can be satisfied by the use of payroll management software that automates the process of paying employees and I/Os by reducing manual data entry and calculations.

¹ <https://www.geotab.com/blog/what-is-telematics>

Some stakeholders have inquired if the use of Microsoft Excel constitutes electronic payroll records and wage statements. Microsoft Excel requires manual data entry and, as such, will not meet the electronic payroll and wage statement requirements. Systems which convert data to Microsoft Excel for the purpose of generating records are acceptable.

Exemptions

One stakeholder has asked whether licensees that employ or sponsor drivers who are not comfortable using technology can be exempt from the electronic container trucking services tracking requirements of the draft CTS Licence.

In short, the answer to that question is no. The onus is on licensees to be compliant, and that onus cannot be avoided by invoking driver concerns about the use of technology. The electronic tracking requirements are being introduced for the benefit of drivers and those benefits far outweigh the potential challenges to a driver learning the use of new technology.

Questions and proposed licence language amendments

One stakeholder organization also proposed that section 6.7 of the draft CTS Licence amendments be changed to address the following questions, which are responded to below:

1. A licensee's obligation to equip trucks with electronic devices should be restricted to the licensee's own fleet, and not the fleets of other licensees or unlicensed companies subcontracted to provide services as permitted by the Act. "[A]ll trucks engaged...for the Licensee" is too broad encompassing trucks that are not within a licensee's control.
 - **Answer:** The proposed language in section 6.7 does not oblige licensees to equip other fleets with electronic devices. It does, however, oblige the licensee to ensure that any truck it uses (whether it is owned by the licensee, by a sponsored I/O or a licensee under sub-contract) is equipped with an electronic device when that truck is performing container trucking services for the licensee.
2. Does a licensee have to equip its entire fleet with electronic devices, or only those trucks that are providing container trucking services entirely within the Lower Mainland i.e. tagged units?
 - **Answer:** All tagged trucks must be equipped with an electronic device.
3. Is it the licensee's responsibility and expense to equip an I/O unit with an electronic device and cover any service fees or subscription costs, or is that an acceptable pay deduction for an I/O?
 - **Answer:** It is the licensee's responsibility and expense to equip all units, including I/O units, with an electronic device. The expense of equipping I/O units with electronic devices is a Business Cost which cannot be deducted from an I/O's remuneration.
4. What exactly must be recorded by the electronic devices? Is it one clock in and one clock out time, or is it the start and stop times of each move? Does the device need to continuously record or is manual entry of start and stop times sufficient?
 - **Answer:** The electronic device must track all container trucking services. A device tracking container trucking services provided by an hourly paid driver must track the time a driver starts performing container trucking services and the time the driver stops

performing container trucking services. The manual entry of start and stop times is not sufficient.

- “Container trucking services” includes services relating, or ancillary to, the transportation of a container by a truck, such as:
 - Pre and Post trip inspections
 - The relocation or movement of empty chassis which have been used or will be used to move a “container” as defined in the Regulation;
 - “Bob Tail” moves to or from marine terminals or container facilities in the Lower Mainland; and
 - The movement of containers by truck within a yard or facility.

Licensees are required to pay company drivers the regulated rates for all such “container trucking services.”²

5. Can or should licensees track different information for company drivers versus I/Os?

- **Answer:** Licensees must track information for the purpose of properly determining driver pay. If a driver is paid by the hour, licensees must track every hour of container trucking services performed. If a driver is paid by the trip, licensees must track every trip.

6. Can or should licensees track different information based on whether a driver is being paid hourly or by a trip rate?

- **Answer:** See answer above.

Section 6.8 of the proposed amendments requires licensees to retain and make available to the OBCCTC all data generated by the electronic device for a period of four years. Questions have been asked about what data must be collected, how it should be stored, and in what format. Section 6.8 falls under the licence heading “Electronic Container Trucking Services Tracking.” Therefore, the electronic data that must be collected is the data respecting container trucking services per section 6.7 of the amended licence. The data must be stored electronically in a format that is accessible to the OBCCTC.

² Pro West Trucking Ltd. (CTC Decision No. 06/2017) paragraph 64.

Conclusion

The publication of this consultation report gives stakeholders approximately four months of sufficient notice to meet the new requirements in the amended CTS Licence (effective December 1, 2022). No stakeholder has indicated that more time would be required to meet the new requirements of the amended CTS Licence.

With overall support and understanding of the amendments from stakeholders, the OBCCTC will be moving forward with the proposed amendments to the CTS Licence.

Appendix I

Submission Number	Stakeholder
1	Port Transportation Association
2	Unifor
3	TrasBC Freight Ltd.

Written submissions can be accessed on the OBCCTC website:

<http://obcctc.ca/industry-communications/commissioner-consultations/current-consultation-submissions/>

Appendix II

Date	Stakeholder
April 27, 2022	BC Trucking Association
May 10, 2022	Industry Advisory Committee
May 24, 2022	BC Trucking Association

Meeting notes for the Industry Advisory Committee are on the OBCCCT website:

<http://obcctc.ca/wp-content/uploads/2022/05/2022-05-IAC-Meeting-Minutes-FINAL.pdf>



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

CONTAINER TRUCKING SERVICES LICENCE

ISSUED BY:

British Columbia Container Trucking Commissioner

("Commissioner")

TO:

("Licensee")

Date of issuance: _____, 2022

Under authority of: *Container Trucking Act*, SBC 2014, chapter 28 and the *Container Trucking Regulation* BC Reg 248/2014, as amended (the "Act" and the "Regulation" respectively).

This Licence is comprised of the cover page, the definitions, the Licence terms and signature page, and the Schedules:

Schedule 1: Conditions of Licence (Appendices A to E)

Schedule 2: Sponsorship Agreement

Schedule 3: Consent

Schedule 4: Consent Forms Confirmation

Schedule 5: Statutory Declaration

1. DEFINITIONS

Unless defined below, the capitalized terms used in this Licence have the meanings set out in the Act and Regulation.

“Access Agreement” means the contract between Vancouver Fraser Port Authority and the Licensee, pursuant to which the Vancouver Fraser Port Authority grants the Licensee access to the Licence Area upon certain commercial terms and conditions;

“Approved Vehicle” means a vehicle that is designed to be self-propelled,

- (a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 as amended, that is designed, used or intended for the carriage of containers, is or may be attached, and
- (b) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of this Licence, including, without limitation, that such vehicle has, prior to entering the Licence Area, been properly and duly approved for use by the Vancouver Fraser Port Authority pursuant to the Access Agreement, and, if required, by the Commissioner;

“Business Costs” means the costs of operating a business for which a Licensee is responsible and includes, but it is not limited to, chassis rental, wear and tear on tires, cargo insurance, Smart Phone costs, bridge or road tolls, loading fees, Access Agreement charges, fees related to the Terminal Gate Compliance Initiative, GPS-related expenses, (unless the Sponsored Independent Operator has unreasonably failed to cooperate in the return of the GPS unit to the Commissioner or to the Licensee);

“Compensation” means remuneration and fuel surcharge as those terms are defined by the Container Trucking Legislation;

“Conditions of Licence” means the conditions set out in section 6 and Schedule 1;

“Container” means a metal box furnished or approved by an ocean carrier for the marine transportation of goods;

“Container Trucking Legislation” means the *Container Trucking Act* SBC 2014, chapter 28, as amended, the *Container Trucking Regulation* BC Reg 248/2014 Orders, and the Rules of Practice and Procedure made thereunder;

“Container Trucking Services” means the transportation of a Container by means of a truck;

“Container Trucking Contract” means an agreement, arrangement or understanding by which a Licensee is required to complete Container Trucking Services by transport of one

or more Containers to a final point of delivery in accordance with the terms of the agreement, arrangement or understanding;

“Employee” means an employee within the meaning of the *Employment Standards Act*, RSBC 1996, chapter 113, as amended;

“Equipment” means tractors, road transportation equipment, chassis, trailers and trucks, and includes Approved Vehicles;

“Independent Operator” means a person, other than a Licensee, who performs Container Trucking Services and has an ownership interest or a leasehold interest in a vehicle that is designated to be self-propelled,

- (a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 that is designed, used or intended for the carriage of Containers, is or may be attached, and
- (b) by which a trailer described in paragraph (a) is or may be drawn;

and has the same meaning as “owner operator,” as the context requires;

“Indirectly Employed Operator” means an individual who performs Container Trucking Services and is an Employee of an Independent Operator;

“Law” means any statute, regulation, bylaw, rule, regulation, and order of any government or municipality;

“Licence Area” means Marine Terminals and lands within the jurisdiction and control of the Vancouver Fraser Port Authority;

“Licence” has the same meaning as “licence” under the Container Trucking Legislation;

“Licensee” means an entity, whether corporate or individual, to whom a Licence has been granted;

“Marine Terminal” means one of the following:

- (a) Centerm;
- (b) Deltaport;
- (c) Fraser Surrey Docks;
- (d) Vanterm; and
- (e) any other container terminal for which an authorization issued under the *Canada Marine Act* or an Access Agreement is required by the Vancouver Fraser Port Authority;

“OBCCTC” means the Office of the British Columbia Container Trucking Commissioner;

“Order” means an order made by the Commissioner under the Container Trucking Legislation;

“Port Pass” means a hard copy pass issued on terms by or on behalf of the Vancouver Fraser Port Authority, verifying that the holder has a *bona fide* requirement to access the Licence Area;

“person” has the meaning given to that term in the *Interpretation Act*, RSBC 1996, chapter 238, as amended;

“Related Person” means, in relation to a Licensee, any person with the same directing mind as a Licensee, and includes:

- (a) a person controlled directly or indirectly by a Licensee or any entity comprising a Licensee;
- (b) a person that directly or indirectly controls a Licensee or any entity comprising a Licensee;
- (c) a person that is directly or indirectly controlled by another person that:
 - (i) directly or indirectly controls a Licensee; or
 - (ii) a Licensee directly or indirectly controls; or
- (d) a person from whom the Licensee directly or indirectly acquired all or part of the Licensee’s container trucking business;

“Required Information” means the information described in Appendix D of Schedule 1;

“Security” means the instrument described in section 5 and as attached as Appendix C to Schedule 1;

“Sponsorship Agreement” means a sponsorship agreement in the form attached as Schedule 2;

“Sponsored Independent Operator” means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

“Subcontract for Container Trucking Services” means an agreement, arrangement or understanding by which a Related Person or other party undertakes to transport any or all of the Containers to which a particular Container Trucking Contract applies whether or not such transport results in delivery of those Containers to a final point of delivery specified in the Container Trucking Contract;

“Truck Tag” means a truck allocation issued pursuant to this Licence;

“Term” means the period of time described in section 3.1;

“Trucker” has the meaning given to it by the Container Trucking Legislation;

“Wait Time Remuneration” has the meaning given to it by the Container Trucking Legislation;

2. GRANT

- 2.1** The Commissioner grants to the Licensee a Licence to carry out Container Trucking Services as defined and prescribed pursuant to and by the Container Trucking Legislation in accordance with this Licence.

3. TERM

- 3.1** The Term of this Licence is from the date it is issued to **XX, 20XX.**
- 3.2** This Licence is renewable at the discretion of the Commissioner, for an additional term or terms, as decided by the Commissioner.

4. FEES

- 4.1** The Commissioner acknowledges that the Licensee has agreed to pay a licence fee for the Term.

5. SECURITY

- 5.1** The Licensee shall provide the Commissioner with Security in the form of a compliance bond or an irrevocable letter of credit or in another form acceptable to the Commissioner, at least ten (10) business days prior to the commencement of the Term and in a form and content satisfactory to the Commissioner and in accordance with the requirements of the Container Trucking Legislation and in favour of the Commissioner and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure, in the amount of _____ DOLLARS (\$ _____). The Commissioner reserves the right to increase the required Security, in accordance with the Container Trucking Legislation, in the event the Licensee’s fleet of tagged trucks approved to undertake Container Trucking Services under this Licence increases.
- 5.2** The Commissioner may realize against the Security regarding any of the following once the Commissioner has made a final determination and the Licensee has failed to pay the amount owing within the specified time:
- (a) any amounts owing by the Licensee to a Trucker pursuant to a judgment or order of a court of competent jurisdiction in relation to remuneration, wait time remuneration

or fuel surcharges;

- (b) any amounts owing by the Licensee to a Trucker pursuant to a decision or Order of the Commissioner in relation to remuneration, wait time remuneration or fuel surcharge; and/or
- (c) administrative fines owing by the Licensee pursuant to a decision or Order of the Commissioner.

5.3 The Commissioner shall not be obliged to realize against any or all of the Security to secure payment of amounts owing by the Licensee or in respect of any claims it may have against the Licensee before terminating this Licence.

5.4 No exercise of its rights under this clause shall disentitle the Commissioner from claiming for damages resulting from any breach of this Licence or any negligent act or omission by the Licensee, nor limit the quantum of any such claim.

5.5 If the entire Security, or any portion thereof, is realized by the Commissioner as aforesaid, then the Licensee shall, upon written demand of the Commissioner, re-establish the Security in an amount as directed by the Commissioner within five business days after receipt of such demand. The Licensee shall maintain the Security in force and effect until the expiry or termination of the Licence. Failure to meet this requirement constitutes a default under this Licence.

5.6 If the issuer of the Security notifies either the Commissioner or the Licensee that the Security is invalid or will be invalidated for any reason, the Licensee shall obtain and deliver to the Commissioner forthwith upon receipt of such notification, valid replacement Security effective from the date of invalidation of the Security, which replacement Security shall contain the same terms and conditions as the cancelled or terminated Security.

5.7 The delivery of valid replacement Security by the Licensee under section 5.6 is in addition to, and does not preclude, the exercise by the Commissioner of any right, power or remedy available to the Commissioner under the Licence, or pursuant to Law, in connection with the realization of the Security.

5.8 Despite any term of this Licence, the format, terms and conditions, execution and identification of the Licensee on the Security, as applicable, may be modified as required by the Licensee and to the satisfaction of the Licensee and the Commissioner, only to the extent necessary to reflect the structure or identity of the Licensee.

5.9 The Licensee agrees that the Commissioner may release to the issuer of the Security any information the Commissioner obtains in relation to the Commissioner's final determination in section 5.2.

6. CONDITIONS OF LICENCE

Responsibilities of Licensee

6.1 This Licence is issued subject to all Conditions of Licence. The Licensee must comply with

all Conditions of the Licence throughout the Term.

- 6.2 Breach of a Condition of Licence may result in suspension or cancellation of the Licence, an administrative fine of up to \$500,000 and/or Orders under section 9 of the Act.
- 6.3 The Licensee must not enter into any Subcontract for Container Trucking Services with any party who is not a Licensee.
- 6.4 The Licensee must register with the OBCCTC the Required Information set out in Part A of Appendix D to Schedule 1 and must maintain the currency of the Required Information set out in Part B Appendix D to Schedule 1.
- 6.5 Upon the expiration, termination, cancellation or surrender of the Licence, the former Licensee remains subject to the record-keeping obligations set out in the Licence and must retain and preserve all records set out in Appendix D to Schedule 1 for a period of four (4) years from the date of the expiration, termination, cancellation or surrender.
- 6.6 Upon the commencement of an audit or investigation, the Licensee must retain and preserve all records set out in Appendix D to Schedule 1 and may not dispose of any records until advised that it may do so by the OBCCTC.

Electronic Container Trucking Services Tracking

- 6.7 The Licensee must ensure that all trucks engaged in Container Trucking Services for the Licensee are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.
- 6.8 The Licensee must retain, and make available to the OBCCTC upon request, all data generated by the electronic device in all trucks engaged in Container Trucking Services for the Licensee for four years after the date the data was created.
- 6.9 The Licensee must not withhold, alter, or tamper with the electronic devices or data.

Electronic Payroll and Wage Statements

- 6.10 The Licensee must ensure that payroll records and wage statements for all drivers performing Container Trucking Services are created and maintained electronically.
- 6.11 The Licensee must retain, and make available to the OBCCTC upon request, all payroll records and wage statements for all drivers engaged in Container Trucking Services for the Licensee for four years after the date the payroll record or wage statement was generated.
- 6.12 The Licensee must not withhold, alter, or tamper with the electronic payroll records or wage statements.

Access to Marine Terminals

- 6.13 The Licensee must be eligible to enter the Licence Area for the purposes of carrying out

Container Trucking Services.

6.14 The Licensee must hold a valid Port Pass and must be party to a valid Access Agreement.

Truck Tags

6.15 The Licensee must carry out Container Trucking Services using only Truck Tags allocated by the Commissioner on the conditions imposed by the Commissioner.

6.16 The Licensee must assign a Truck Tag to each truck performing Container Trucking Services.

6.17 The Licensee acknowledges that the Commissioner may consider information provided by the Vancouver Fraser Port Authority under its performance review program in determining the number of Truck Tags that the Licensee is authorized to use pursuant to this Licence.

6.18 The Commissioner reserves to his or her entire discretion the determination of the number of Truck Tags allocated to the Licence and may reduce or increase the number of Truck Tags allocated to the Licence over the Term.

Other

6.19 The Licensee must comply with all applicable Laws, Orders, and safety and security requirements of the Commissioner.

6.20 The Licensee must comply with the terms of the Sponsorship Agreement attached as Schedule 2.

6.21 The Licensee must not engage the services of any Trucker for the carrying out of Container Trucking Services unless the Trucker is employed by the Licensee or is a Sponsored Independent Operator of the Licensee.

6.22 The Licensee must comply with the reservation system and any other systems established by the Vancouver Fraser Port Authority or terminal operator and adopted by the Vancouver Fraser Port Authority.

6.23 The Licensee must take all reasonable steps to ensure that every Trucker conducting Container Trucking Services on behalf of the Licensee complies with all of the Conditions of Licence.

6.24 The Licensee must ensure that every Trucker who conducts Container Trucking Services on behalf of the Licensee executes and delivers to the Licensee the consent form attached as Schedule 3, and the Licensee must execute the consent forms confirmation form attached as Schedule 4.

6.25 The Licensee must provide a copy of the Licence to Truckers who carry out Container Trucking Services on behalf of the Licensee before those Truckers commence those services.

6.26 The Licensee must not assign or transfer this Licence or Truck Tags.

6.27 The Licensee must not receive by assignment or transfer a Licence or Truck Tags.

6.28 Unless the Commissioner expressly consents, the Licence terminates on change of control of the Licensee, which occurs by the transfer by sale, assignment, transmission on death, mortgage, trust, or any of means of any shares, voting rights, or interest which results in in either:

- (a) a change of beneficial ownership of one or more of the parties that comprise the Licensee; or
- (b) a change of the identity of a person who is the directing mind of the Licensee.

6.29 The Licensee must provide the Commissioner with a Statutory Declaration from its principal or principals in the form attached as Schedule 5. The Commissioner may exempt the Licensee from referring to sanctions assessed against, monies owed by, or activity engaged in by a Related Person, if it is unreasonable to require the Licensee to provide this information.

7. CONTACT INFORMATION AND NOTICE

7.1 The Licensee must provide the Commissioner with one contact for all communication under this Licence, which contact information is set out in 7.2.

7.2 The contact for all communication pertaining to this Licence between the Commissioner and the Licensee, on behalf of the Licensee will be printed in English as follows:

Name: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

7.3 The contact for all communications pertaining to this Licence to the Commissioner shall be through the office of the Commissioner.

8. AMENDMENT, ADDITIONAL CONDITIONS, SUSPENSION AND TERMINATION

8.1 Modification, addition of conditions, suspension and termination of this Licence are governed by the Container Trucking Legislation.

9. MISCELLANEOUS

9.1 The Schedules and Appendices form part of this Licence.

THE COMMISSIONER HAS ISSUED THIS LICENCE as of the date of issuance noted above.

The British Columbia Container Trucking
Commissioner (or delegate)

SCHEDULE 1
CONDITIONS OF LICENCE

See attached Appendices:

Appendix A - Prohibited Practices
Appendix B - Equipment and Safety
Appendix C - Form of Security
Appendix D - Required Information
Appendix E - Payment of Compensation

Breach of a Condition of Licence may result in suspension or cancellation of the Licence, an administrative fine of up to \$500,000 and/or Orders under section 9 of the Act.

APPENDIX A
Prohibited Practices

1. A Licensee must not do any of the following:
 - (a) require an Employee or Independent Operator to have an ownership interest or a leasehold interest in Equipment in which the Licensee has an ownership interest or leasehold interest;
 - (b) require an Employee to assume an interest in or obligation to the Licensee;
 - (c) require an Independent Operator to sell his or her Equipment to the Licensee;
 - (d) require an Independent Operator or Indirectly Employed Operator to become an Employee of the Licensee;
 - (e) require an Employee to become an Independent Operator or Indirectly Employed Operator;
 - (f) misrepresent, or require or allow a Trucker to misrepresent, the time worked, the distance travelled or monies paid to the Trucker;
 - (g) pay Truckers by a method of Compensation that is a hybrid of per trip and hourly;
or
 - (h) threaten, harass, coerce, or attempt to influence a Trucker in any way, either directly or indirectly, regarding a Trucker's right to retain his or her Compensation.

APPENDIX B
Equipment and Safety

1. A Licensee must ensure all of the following:
 - (a) that the Licensee conducts Container Trucking Services pursuant to this Licence using only Approved Vehicles;
 - (b) that all Approved Vehicles are maintained in good condition and repair;
 - (c) in addition to the above:
 - (i) that each Approved Vehicle is equipped, on the Vancouver Fraser Port Authority's request, with tracking and radio frequency equipment and other vehicle identification equipment at the sole cost of the Licensee; and
 - (ii) that the maintenance of the tracking or radio frequency equipment is to the standard of a prudent owner and the Licensee shall return that tracking and radio frequency equipment upon termination of the Licence or earlier request by the Commissioner and the Licensee shall comply with the Vancouver Fraser Port Authority's programs regarding equipment identification, tracking, monitoring, location and movement; and
 - (d) that all Approved Vehicles used by the Licensee for Container Trucking Services are identified.
2. The Licensee must:
 - (a) maintain a valid Canadian National Safety Code Certificate, or equivalent American certification; and
 - (b) must advise the Commissioner immediately if either is cancelled or terminated, and if this occurs the Licensee must:
 - (i) immediately cease the carrying out of Container Trucking Services.

APPENDIX C
Form of Security

The existing approved Security (if automatically renewed), or a new form of approved Security (if required for any reason, including for example an applicable change in fleet size) is to be inserted here.

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APPENDIX D
Required Information

A. INFORMATION THAT MUST BE REGISTERED WITH THE OBCCTC

1. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Trucker (employee, sponsored I/O and indirectly employed operator) who performs Container Trucking Services on behalf of the Licensee:
 - (a) the Trucker's name, date of birth, telephone number and residential address;
 - (b) the nature of the employment relationship between the Licensee and the Trucker: directly employed operator or employee; indirectly employed operator or I/O; indirectly employed operator or IEO;
 - (c) the Trucker's Port Pass number;
 - (d) the date the Trucker first performed Container Trucking Services for the Licensee; and
 - (e) the type of remuneration for the Trucker (whether hourly or per trip).
2. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for every vehicle approved by the Commissioner and used to carry out, either directly or indirectly, Container Trucking Services on behalf of the Licensee:
 - (a) Title to the vehicle (vehicle ownership information);
 - (b) Vehicle Identification Number ("VIN");
 - (c) the license plate number of each vehicle allotted a Truck Tag under the Licensee's Licence;
 - (d) the name and contact information for each Trucker driving that vehicle; and,
 - (e) confirmation that there is an electronic Container Trucking Services tracking device or technology installed in the vehicle.
3. The Licensee must ensure that all of the information set out at 1 and 2 above is kept current and must report any changes to the OBCCTC within 10 business days of the change.

B. RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

4. The Licensee must keep complete, accurate and up-to-date records of the following information and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows regarding the Licensee, Related Persons, affiliates and successor companies:
- (a) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing the information set out in 4(b)-(k) below;
 - (b) a copy of the Licensee's current National Safety Council ("NSC") Safety Certificate;
 - (c) the Licensee's Carrier Profile as filed with the Ministry of Transportation and Infrastructure;
 - (d) the NSC and ICBC abstracts for the Licensee and all Truckers accessing the Licence Area and, if the Commissioner has, in its sole opinion, grounds of apprehension regarding the safety status, history and/or operating practices of the Licensee or its Truckers, the relevant NSC BC ID and access code. Provision of the access code shall be deemed to be authorization by the Licensee and/or the holder of the NSC for the Commissioner to access and review the information stored within the NSC system;
 - (e) corporate and company records of the Licensee, Related Persons, affiliates and successor companies;
 - (f) electronic wage statements and electronic payroll records, as defined and required by sections 27 and 28 of the *Employment Standards Act*, RSBC 1996, c. 113 (excerpted below), as amended, of the Licensee and Related Persons, affiliates and successor companies, and the following additional information of the Licensee and Related Persons:
 - i. fuel surcharges paid to the Trucker;
 - ii. payment of Wait Time Remuneration;
 - iii. hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
 - iv. benefits, if any, paid to the Trucker;
 - v. total Compensation, before taxes and any other deductions, paid to the Trucker;
 - vi. any deductions made from the Trucker's Compensation, and the reason for the deduction; and
 - (g) Electronic container trucking services tracking data as required by s. 6.7-6.9 of this Licence.
 - (h) records of the Licensee, Related Persons, affiliates and successor companies that pertain to engagement and remuneration of Truckers working in the container trucking industry;
 - (i) collective agreements binding on the Licensee, Related Persons, affiliates and successor companies and any related terms or letters of agreement or other

- agreements that govern the Licensee or Related Persons and Truckers who provide Container Trucking Services to the Licensee;
- (j) a record of any claim made against the Licensee or against a person, company, or entity that may be a substitution for, or a new corporate entity of either,
 - (k) an assignee of the Licensee, or a Related Person, affiliate or successor company regarding non-payment of Compensation and Wait Time Remuneration to Truckers as prescribed pursuant to the Container Trucking Legislation and proof that the claim has been satisfactorily resolved; and
 - (l) confirmation that the Licensee retain records described in subsections (a) to (d) related to a person, company or entity that may be a substitution for, a new corporate entity of, an assignee of the Licensee, or a Related Person, affiliate and successor company.
5. On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant (“CPA”) from an established accounting firm acceptable to the Commissioner confirming that the Licensee has:
- (a) duly made all source deductions and WCB submissions respecting a Trucker who is an Employee of the Licensee within the meaning of the Employment Standards Act, RSBC, chapter 113, as amended;
 - (b) not set off or deducted Business Costs from Wait Time Remuneration or Compensation owed to a Trucker pursuant to the Container Trucking Legislation;
 - (c) not received, directly or indirectly, a financial set-off, commission or rate deduction or rebate from a Trucker employed or retained by the Licensee; and
 - (d) paid all Truckers performing Container Trucking Services employed or retained by the Licensee in accordance with the covenants in this Licence and the Container Trucking Legislation.
6. On the request of the Commissioner, a Licensee must provide the Commissioner, on a timely basis, with:
- (a) evidence of the Licensee’s compliance with all approvals required by law, including regulatory approvals, and with a copy of the Licensee’s Access Agreement and Port Pass; and
 - (b) current information related to the Licensee, Truckers conducting Container Trucking Services on behalf of the Licensee, and Approved Vehicles.

Employment Standards Act, RSBC 1996, c. 113

Wage statements

27 (1) On every payday, an employer must give each employee a written wage statement for the pay period stating all of the following:

- (a) the employer's name and address;
- (b) the hours worked by the employee;
- (c) the employee's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
- (d) the employee's overtime wage rate;
- (e) the hours worked by the employee at the overtime wage rate;
- (f) any money, allowance or other payment the employee is entitled to;
- (g) the amount of each deduction from the employee's wages and the purpose of each deduction;
- (h) if the employee is paid other than by the hour or by salary, how the wages were calculated for the work the employee is paid for;
- (i) the employee's gross and net wages;
- (j) how much money the employee has taken from the employee's time bank and how much remains.

(2) An employer may provide a wage statement to an employee electronically if the employer provides to the employee, through the workplace,

- (a) confidential access to the electronic wage statement, and
- (b) a means of making a paper copy of that wage statement.

(3) [Repealed 2002-42-8.]

(4) If a wage statement would be the same as the wage statement given for the previous pay period, another wage statement need not be given until a change occurs.

Payroll records

28 (1) For each employee, an employer must keep records of the following information:

- (a) the employee's name, date of birth, occupation, telephone number and residential address;
- (b) the date employment began;
- (c) the employee's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
- (d) the hours worked by the employee on each day, regardless of whether the employee is paid on an hourly or other basis;
- (e) the benefits paid to the employee by the employer;

- (f) the employee's gross and net wages for each pay period;
- (g) each deduction made from the employee's wages and the reason for it;
- (h) the dates of the statutory holidays taken by the employee and the amounts paid by the employer;
- (i) the dates of the annual vacation taken by the employee, the amounts paid by the employer and the days and amounts owing;
- (j) how much money the employee has taken from the employee's time bank, how much remains, the amounts paid and dates taken.

(2) Payroll records must

- (a) be in English,
- (b) be kept at the employer's principal place of business in British Columbia, and
- (c) be retained by the employer for 4 years after the date on which the payroll records were created.

APPENDIX E

Payment of Compensation

1. The Licensee must remunerate all Truckers who either directly or indirectly provide Container Trucking Services on behalf of the Licensee in accordance with the Container Trucking Legislation.
2. The Licensee must not set off or deduct Business Costs from Compensation or Wait Time Remuneration owed to a Trucker.
3. The Licensee must remit all Wait Time Remuneration to every Trucker who is paid by the Licensee on a per trip basis in the manner prescribed by the Container Trucking Legislation.

SCHEDULE 2
SPONSORSHIP AGREEMENT

Name of Licensee (“Sponsor”): _____
Name and Port Pass # of Sponsored Independent Operator (together with an eligible employee of the Sponsored Independent Operator, the “Sponsored IO”) <i>Name:</i> _____ <i>Telephone #:</i> _____ <i>Email:</i> _____ <i>Port Pass #:</i> _____

Pursuant to the Sponsor’s application for an Access Agreement and a Container Trucking Services Licence, the Sponsor and the Sponsored IO hereby apply for Sponsorship.

The Sponsor and the Sponsored IO acknowledge and agree that:

- 1) the capitalized terms in this Schedule have the same meaning as those terms are defined in the Container Trucking Services Licence issued to the Sponsor;
- 2) the Sponsorship will not be effective unless and until the Commissioner confirms his or her approval of same in writing;
- 3) the Sponsored IO is bound by all of the covenants of the Sponsor contained in the Licence issued by the Commissioner to the Sponsor. For greater certainty, but without limitation, the Sponsor and the Sponsored IO are subject to all of the provisions of the Container Trucking Legislation;
- 4) the Sponsored IO is on the I/O List held and administered by the OBCCTC;
- 5) if the Sponsored IO uses the services of another person to undertake Container Trucking Services, that sole person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 6) the Sponsored IO may not employ more than one person at a time to undertake Container Trucking Services;
- 7) all data respecting trucks must be provided in accordance with the Commissioner’s and the Vancouver Fraser Port Authority’s application processes;
- 8) all data submitted to the Commissioner must be kept current. It is the Sponsor’s obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the Sponsored IO’s employee changes;
- 9) either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner;
- 10) the terms and continuation of the Sponsorship Agreement are subject to the Commissioner’s discretion. Any breach of the terms of the Sponsorship Agreement by the Sponsor or the

Sponsored IO may lead to termination of the Sponsorship Agreement by the Commissioner.

PLEASE NOTE:

- A) APPLICATIONS WILL NOT BE CONSIDERED UNLESS THE SPONSORED IO AND ANY PERSON EMPLOYED BY THE SPONSORED IO TO UNDERTAKE CONTAINER TRUCKING SERVICES HAS SUBMITTED TO THE SPONSOR A COMPLETED CONSENT TO DISCLOSE, IN THE FORM ATTACHED AS SCHEDULE 3 TO THE CONTAINER TRUCKING SERVICES LICENCE ISSUED TO THE SPONSOR;
- B) NO ACTIONS TAKEN PURSUANT TO ANY OF THE SECTIONS ABOVE IMPACT ANY OF THE CONDITIONS OF THE ACCESS AGREEMENT;

SPONSORSHIP AGREEMENT

By signing in the space provided below, the Sponsor and the Sponsored Independent Operator confirm that they agree to the terms and conditions set out above.

Dated this ____ day of _____, 20__.

SPONSOR , <i>by its duly authorized signatory</i>	WITNESS:
_____ Signature	_____ Signature
_____ Name (please print)	_____ Name (please print)
_____ Company Name (please print)	_____ _____ _____ Address

SPONSORED INDEPENDENT OPERATOR, by <i>its duly authorized signatory or signatories, if a corporate entity</i>	WITNESS:
<hr/> Signature	<hr/> Signature
<hr/> Name (please print)	<hr/> Name (please print)
<hr/> Signature	<hr/>
<hr/> Name (please print)	<hr/>
	<hr/> Address

SPONSORSHIP AGREEMENT

Appendix 1: Information Re Sole Employee of Sponsored IO's

Port Pass Number	First Name	Middle Name	Last Name

SCHEDULE 3

CONSENT

I, _____ (please print clearly), effective as of the date set out below, hereby acknowledge and agree that:

_____, (the “**Licensee**”) has been issued a licence by the British Columbia Container Trucking Commissioner (the “**Commissioner**”), appointed under the British Columbia *Container Trucking Act* (the “**Act**”), to carry out container trucking services as defined and prescribed pursuant to the Act and its regulations or a licence has been deemed (the “**Licence**”).

In order to apply for the Licence, and periodically during the term of the Licence, the Licensee must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Vancouver Fraser Port Authority (the “**Authority**”) and/or to the Commissioner (the “**Required Information**”).

The Required Information is collected and may be used by and disclosed to the Commissioner, the Authority or Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Transportation and Infrastructure (the “**Province**”), for the purpose of stabilizing the container trucking industry in the Lower Mainland of British Columbia, and enhancing safety, security, order, and operational efficiencies within that industry, and ensuring compliance with the Act, and the regulations and orders of the Authority or the Commissioner made under that Act (the “**Purpose**”).

In consideration of the possibility of my deriving a benefit from the granting of the Licence, I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner, the Authority and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the Authority or the Province, as the case may be, any of my personal information contained in the Required Information;
- b) to use any of my personal information contained in the Required Information in furtherance of the Purpose; and
- c) to disclose any of my personal information contained in the Required Information to the Licensee, the Commissioner, the Authority and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the Act.

I further agree:

- a) to provide the Required Information to the Licensee, the Authority, the Commissioner or the Province as may be required or requested from time to time;

- b) that the Authority or the Commissioner may disclose to third parties the Required Information, including any of my personal information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and
- c) that such third parties may share with the Authority or the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my companies, my activities and my operations, in respect of any breaches of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence.

Dated this ____ day of _____, 20__

SIGNED & DELIVERED in the presence of:

Witness Name (Please print)

Witness Signature

Signature of Consenting Party

In accordance with this Consent, your personal information will be collected under section 26(c) of the *Freedom of Information and Protection of Privacy Act* for the purpose described above in section 3. If you have any questions regarding the collection of personal information under this Agreement, please contact: Deputy Commissioner, 3rd Floor - 1085 Cambie Street, Vancouver, V6B 5L7; Telephone: (604) 660-6051.

SCHEDULE 4
CONSENT FORMS CONFIRMATION

This is to confirm that _____ (Company Name of Licensee), who has applied for and obtained a Container Trucking Services Licence (the “Licence”), has obtained from every driver or operator of an Approved Vehicle and from every Trucker who will be conducting Container Trucking Services on the Licensee’s behalf the consent forms that are required pursuant to Section 6.17 of the Licence, (the “Consent Forms”). The Licensee further confirms that it will retain the original Consent Forms in its records.

Duly Authorized Signatory of the Licensee

Dated the ____ day of _____, 20____.

SCHEDULE 5
STATUTORY DECLARATION

IN THE MATTER OF THE *Container Trucking Act and Regulation* and the application for a Container Trucking Services Licence submitted on the _____ day of _____, 20__

BETWEEN:

BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER

(the “Commissioner”)

AND:

(“Licence Applicant”)

I, _____, being a principal of the Licence Applicant,
(PRINT OR TYPE FULL NAME AND POSITION OR TITLE)

DO SOLEMNLY DECLARE THAT:

1. These terms have the following meaning in this Declaration:

“**Application**” means the application for a Container Trucking Services Licence submitted by the Licence Applicant to the Commissioner on the date referred to above;

“**Act**” means the *Container Trucking Act* S.B.C. 2014, chapter 28;

“**Marine Terminal**” means one of the following:

- (a) Centerm;
- (b) Deltaport;
- (c) Fraser Surrey Docks;
- (d) Vanterm;
- (e) any other container terminal for which a trucking authorization or port access agreement is required by the Vancouver Fraser Port Authority;

“**Related Person**” means, in relation to the Licence Applicant, any person with the same directing mind as the Licence Applicant, and includes:

- (a) a person controlled directly or indirectly by the Licence Applicant or any entity comprising the Licence Applicant;
- (b) a person that directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant;
- (c) a person that is directly or indirectly controlled by another person that:

- (i) directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant; or
- (ii) the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly controls; or
- (d) a person from whom the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly acquired all or part of the Licence Applicant's container trucking business;

“Regulations” means the *Container Trucking Regulation*, BC Reg 248/2014;

“Trucker” has the meaning given to it by the Act.

2. No sanctions have been assessed by the Vancouver Fraser Port Authority, the Commissioner, the provincial government or the government of Canada against the Licence Applicant or against a Related Person whether or not that Related Person exists at the time of the Application, or if any sanctions have been assessed against the Licence Applicant or the Related Person, the Licence Applicant or the Related Person has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws;
3. No monies are owed to a Trucker under the Act or Regulations by the Licence Applicant, or by a Related Person, whether or not that Related Person exists at the time of the Application;
4. The Licence Applicant has not engaged in any activity prohibited by the Regulations, or, if the Licence Applicant has engaged in activity prohibited by the Regulations, sanctions have been assessed against the Licence Applicant and the Licence Applicant has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws;
5. No Related Person, whether or not that Related Person exists at the time of the Application, has engaged in any activity prohibited by the Regulations, or, if a Related Person has engaged in activity prohibited by the Regulations, sanctions have been assessed against the Licence Applicant and the Licence Applicant has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws.
6. The Licence Applicant is eligible to obtain access to all Marine Terminals if the Licence Applicant obtains a Container Trucking Services Licence.

AND I MAKE THIS SOLEMN DECLARATION, conscientiously believing it to be true and knowing that it is of the same legal force and effect as if made under Oath.

DECLARED BEFORE ME at

_____, in the
Province of British Columbia, on this

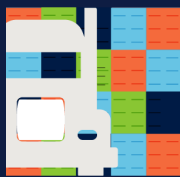
_____ day of _____, _____.

A Commissioner for taking affidavits for
British Columbia

Signature of Principal of Licence Applicant

Print Name

Note: If you make a false statement, you may be subject to penalties under the Act and the Regulation or charged with an offence.



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER



1085 Cambie Street, Vancouver BC V6B 5L7

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604-660-6051