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## Office of the BC Container Trucking Commissioner CTS Licence Tag Management Policy

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### **Draft Licence Tag Management Policy**

The Office of the BC Container Trucking Commissioner (OBCCTC) has posted the attached draft Container Trucking Services ("CTS") Licence Tag Management Policy. Before issuing the final Policy, the OBCCTC will consider stakeholder feedback. Any stakeholder wishing to provide comments may do so in writing to the OBCCTC by no later than December 14, 2017.

Please provide your written comments to the OBCCTC at the following email address: [Registrar@obcctc.ca](mailto:Registrar@obcctc.ca)

### **Container Trucking Services Licence Amendment**

The introduction of the CTS Licence Tag Management Policy will require amendments to the current Container Trucking Services Licence (the "Licence"). It is the intent of the Commissioner to amend the Licence after providing an opportunity for Licensees to be heard.

Licensees have until December 14, 2017 to make any comments or submissions to the OBCCTC about the following proposed amendments of your Licence:

- Section 8, 9, and 10 the current Sponsorship Agreement have been removed
- The Term of the Licence is extended to June 30, 2018 to align the Licence Term with the Port of Vancouver's Access Agreement Charge schedule

Please provide your written comments or submissions to the OBCCTC at the following email address:  
[Registrar@obcctc.ca](mailto:Registrar@obcctc.ca)

Sincerely,

**OFFICE OF THE BC CONTAINER TRUCKING COMMISSIONER**

Michael Crawford  
Commissioner



## Office of the BC Container Trucking Commissioner CTS Licence Tag Management Policy

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### PURPOSE

This is the policy of the Office of the BC Container Trucking Commissioner (the “OBCCTC”) on the issuance, withdrawal and management of tags assigned to Licensees. It replaces the October 2016 *Interim Truck Tag Policy* and is consistent with the purpose of the *Container Trucking Act* and *Container Trucking Regulation* (“the legislation”).

Critical changes to the tag system include the following:

1. Independent Operators (“I/Os”) are free to move between Sponsorship/Joinder Agreements;
2. Tags issued to Licensees no longer move between Licensees;
3. Sections 8, 9 and 10 of the Sponsorship Agreement have been removed;
4. The Vancouver Fraser Port Authority (“VFPA”) will allow the trucks of I/Os who are moving between Sponsorship/Joinder Agreements to remain in the Truck Licensing System (“TLS”) for a period of time to accommodate I/O movement upon the effective date of the final, implemented CTS Licence Tag Management Policy; and
5. Job opportunities for I/Os are increased by the creation of an Independent Operator List (the I/O List”) from which Licensees must draw.

Licensees and current and prospective I/Os must follow this policy when applying for additional tags, moving Sponsorship/Joinder, or seeking to be added to the I/O List.

### AUTHORITY

In conjunction with the legislation, the Container Trucking Licence (the “Licence”) establishes the authority of the Container Trucking Commissioner (the “Commissioner”) to determine the number of tags associated with the Licence and impose conditions upon the Licensee.

### CRITERIA

As provided in the Licence, the Commissioner considers a Licensee’s performance metrics and the size and performance of the I/O fleet under Sponsorship/Joinder when issuing and withdrawing additional tags.

## POLICY

### Annual Licence/Tag Application Process

1. Every licence application will identify the total number of tags sought under the Licence for which the application is made. The application will also outline the allocated number of tags that will be associated with each type of truck owner as defined in the following two categories:
  - Company owned and/or leased trucks ("Company Trucks");
  - I/O owned and/or leased trucks ("I/O Trucks").
2. As part of the licence application review process, the Commissioner will review and determine the number of tags to be allocated to each applicant under an approved Licence based upon information provided by the VFPA, including a performance review and any other matters that the Commissioner in his or her discretion may consider relevant.
3. Should the Commissioner choose to issue fewer tags than requested, the Commissioner will advise the applicant of his or her decision in writing.
4. As set out below, the number of authorized tags may vary throughout the term of the Licence.

### Tag Application Process during Annual Term of Licence

5. During the term of its Licence, a Licensee may apply to increase the number of tags authorized under its Licence. Licensees may submit a request for additional tags at any time during the year by completing the Additional Tag Request Form and submitting the mandatory supplemental documents.
6. In order to qualify for additional tags, Licensees must provide a business plan detailing all of the following:
  - The planned use of the additional tags;
  - The estimated impact of additional tags on a Licensee's existing tag allotment;
  - A schedule for the implementations of the additional tags.
7. The business plan must also demonstrate one or more of the following:
  - Existing business is difficult to service due to the high utilization of the current tag allotment;
  - A current customer has increased its container movement volume; and/or
  - New business has been secured necessitating additional capacity.
8. Additional tags will be issued subject to the Licensee's adherence to the terms and conditions of the VFPA's Access Agreement, the Licence and the *Container Trucking Act and Regulation*.
9. Licensees will be advised of the Commissioner's decision in writing. If approval is granted, the Licensee must then inform the VFPA and secure approval to add a truck within 30 days of the date of the Commissioner's written approval or the approval will automatically expire.



10. Licensees may also apply to the Commissioner for a 90 day temporary tag ("Provisional Tag") to accommodate an I/O leave of absence, due to extraordinary circumstances, that has exceeded or is expected to exceed one month in duration. The Provisional Tag may only be assigned to a VFPA approvable fleet truck. The Provisional Tag will automatically expire after 90 days, unless terminated earlier or extended as a result of a Commissioner-approved request for extension by the Licensee, both at the discretion of the Commissioner.

#### Tag Withdrawal Process during Annual Term of Licence

11. Each quarter, the Commissioner will review the performance levels of all Licensees and withdraw tags from Licensees not maintaining tag performance and/or evidencing a prolonged decrease in tag performance and container movement volumes.
12. In conducting performance reviews, the Commissioner will utilize the Licensee's Balance Scorecard as issued monthly by the VFPA, as well as and any other information that the Commissioner may consider relevant.
13. Should the Commissioner consider reducing the number of tags under a Licence, the Commissioner will provide the Licensee with a warning and a 90 day opportunity to improve tag performance. If, after 90 days, tag performance has not improved, the Licensee will be given reasonable notice of the Commissioner's intention to withdraw the tags.
14. Licensees may voluntarily surrender tags at any time. The VFPA is prepared to amend Access Agreement Charges to reflect Licensees who voluntarily surrendering tags.

#### Independent Operator List

15. The Commissioner has created an I/O List intended to increase work opportunities for I/Os.
16. **Effective X Date**, 2017, all sponsored and joined I/Os have been placed on the I/O List.
17. Status on the I/O List is associated with an individual, not with a tag. **Effective immediately, tags do not move between Licences.** I/O's cannot transfer their place on the I/O List to another I/O.
18. An I/O shall not perform Container Trucking Services on behalf of any Licensee unless the I/O is on the I/O List.
19. Licensees shall only sponsor and join to I/Os on the I/O List.
20. In order to ensure the objective of this policy and the integrity of the I/O List, and avoid the forced conversion of I/Os to employees, (and in accordance with Appendix A to Schedule 1 of the Licence ("Prohibited Practices")), Licensees must not acquire any interest, direct or indirect, legal or beneficial, in a truck owned by an I/O on the I/O List, who has become an employee of any Licensee.
21. The maximum number of I/Os on the I/O List is to be set by the Commissioner, and will be reviewed monthly and adjusted as necessary at the discretion of the Commissioner.

22. The I/O List will be comprised of three types of I/Os: Active I/Os, Eligible I/Os, and Inactive I/Os.

- Active I/Os

An Active I/O is an I/O who is working under an active Sponsorship/Joinder.

Active I/Os on the I/O List may move to a new Sponsorship/Joinder.

- Eligible I/Os

An Eligible I/O is an I/O who is not working under an active Sponsorship/Joinder and is available to Licensees for Sponsorship/Joinder.

I/Os remain on the I/O List as Eligible I/Os for a maximum of 90 days from the date of termination of a Sponsorship/Joinder.

If an Eligible I/O does not become an Active I/O within the 90 days, the Eligible I/O will be removed from the I/O List.

The associated TLS-approved trucks of Eligible I/Os will not be deemed by VFPA to be exiting TLS upon the effective date of the final, implemented CTS Tag Management Policy; however, the trucks will remain subject to TLS requirements.

Subject to the discretion of the Commissioner, it is anticipated that approximately 10% of the I/O List will be comprised of Eligible I/Os.

- Inactive I/Os

An Inactive I/O is a Sponsored/Joined I/O who is unable to perform Container Trucking Services due to a temporary recess of the Licensee's tag by the Commissioner (ex. as the result of a bargaining unit grievance process).

### **New I/O List Applicants**

23. The Commissioner will monitor the I/O List and, if satisfied that it is desirable to add new Eligible I/Os to the I/O List, will publish a request for applications.

24. Should the number of applicants exceed the number of advertised spaces, the successful applicants will be determined by a lottery.

25. Successful applicants will be notified in writing and will have 30 days from the date of the written notification to acquire a compliant vehicle, secure a Sponsorship/Joinder and secure VFPA TLS approval.

26. Any applicant seeking to be placed on the I/O List must not have been a company employee of a Licence holder in the three months prior to being placed on the I/O List.

#### **General**

27. Licensees may apply for additional tags to: registrar@obcctc.ca.
28. Licence holders may apply to fill vacant tags and submit new I/O Sponsorship/Joinder applications through the OBCCTC and the VFPA TLS.
29. Placement on the I/O List is solely for the purpose of the proper administration of this policy, and is in no way an approval or endorsement by the Commissioner of the I/Os on the I/O List. Further, placement on the I/O List does not represent confirmation that the I/O's truck meets the VFPA's TLS requirements.
30. Placement on the I/O List does not guarantee an I/O Container Trucking Services work of any kind.
31. All references to timeframes and deadlines in this policy are subject to the discretion of the Commissioner.
32. Except as defined herein, capitalized terms in this policy have the same meanings as defined in the Licence.



## CONTAINER TRUCKING SERVICES LICENCE

### ISSUED BY:

**British Columbia Container Trucking Commissioner**

**("Commissioner")**

### TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**("Licensee")**

**Date of issuance:**                **June 1, 2016.**

**Under authority of:** *Container Trucking Act*, SBC 2014, chapter 28 and *Container Trucking Regulations* BC Reg 248/2014, as amended.

**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 F)
- Schedule 2: Required Information
- Schedule 3: Sponsorship Agreement
- Schedule 4: Consent
- Schedule 5: Consent Forms Confirmation
- Schedule 6: Statutory Declaration

## 1. DEFINITIONS

**"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 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"** 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, and regulations, Orders and *Rules of Practice and Procedure* made under that Act as defined and prescribed pursuant to and by the Container Trucking Legislation;

**"Container Trucking Services"** means the transportation of a Container by means of a truck;

**"Employee"** means an employee within the meaning of the *Employment Standards Act*, RSBC 1996, chapter 113;

**"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;

Independent Operator 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;

**"Licensee"** means each entity, whether corporate or individual, that individually or jointly and severally constitutes the Licensee;

**"Lower Mainland"** means the geographic area of British Columbia within the borders of the following municipalities, as they existed on December 1, 2014:

- (a) City of Abbotsford
- (b) City of Burnaby
- (c) City of Chilliwack
- (d) City of Coquitlam
- (e) Corporation of Delta
- (f) City of Langley
- (g) Township of Langley
- (h) City of Maple Ridge
- (i) District of Mission
- (j) City of New Westminster
- (k) City of North Vancouver
- (l) District of North Vancouver
- (m) City of Pitt Meadows
- (n) City of Port Coquitlam
- (o) City of Port Moody
- (p) City of Richmond
- (q) City of Surrey
- (r) City of Vancouver
- (s) District of West Vancouver
- (t) City of White Rock

**"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;

**"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;

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

- (a) a person controlled directly or indirectly by the Licensee or any entity comprising the Licensee;
- (b) a person that directly or indirectly controls the Licensee or any entity comprising the Licensee;
- (c) a person that is directly or indirectly controlled by another person that:
  - (i) directly or indirectly controls the Licensee; or
  - (ii) the 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 Schedule 2;

**"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 3;

**"Sponsored Independent Operator"** means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

**"Truck Tag"** means a truck allocation issued pursuant to this Licence;

**"Term"** means the period of time described in section 3;

**"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 June 30, 2018.

## **4. FEES**

4.1 The Commissioner acknowledges that the Licensee has agreed to pay an annual licence fee for the Term in the amount of \_\_\_\_\_, payable in quarterly installments.

## **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 pursuant to 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 trucks approved to undertake Container Trucking Services under this Licence increases.

5.2 The Commissioner may realize against the Security regarding any claims it may have against the Licensee arising under this Licence for breach of any provision respecting the obligations to remunerate Truckers, if the Commissioner has made a final determination that the Licensee has breached its obligation to remunerate Truckers in accordance with the Container Trucking Legislation and this Licence.

5.3 The Commissioner shall not be obliged to realize against any or all of the Security regarding any claims it may have against the Licensee before terminating this Licence. 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.

5.4 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.

5.5 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.

5.6 The delivery of valid replacement Security by the Licensee under section 5.5 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.

5.7 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, to the extent necessary only to reflect the structure of the Licensee, as a limited company, an individual, partnership, other entity or joint venture comprising the Licensee.

5.8 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**

6.1 This Licence is issued subject to all Conditions of Licence, with which the Licensee must comply throughout the Term.

6.2 The Licensee accepts and assumes legal responsibility for, and control over, all Truckers who provide Container Trucking Services on behalf of the Licensee.

6.3 The Licensee is eligible to enter the Licence Area for the purposes of carrying out Container Trucking Services.

6.4 The Licensee holds a valid Port Pass and is party to a valid Access Agreement.

6.5 The Licensee complies with all applicable Law, and safety and security requirements of the Commissioner.

6.6 The Licensee complies with all Orders that apply to this Licence.

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

6.8 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 trucks that the Licensee is authorized to use pursuant to this Licence, and acknowledges that that determination may vary throughout the Term.

6.9 The Licensee carries out Container Trucking Services using only Truck Tags allocated by the Commissioner on the conditions imposed by the Commissioner or as reduced or increased by the Commissioner.

6.10 The Commissioner reserves to his or her entire discretion the determination of the number of Truck Tags allocated to the Licence.

6.11 The Licensee complies with the terms of Schedule 2.

6.12 The Licensee complies with the terms of the Sponsorship Agreement attached as Schedule 3.

6.13 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.

6.14 The Licensee complies 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.

6.15 The Licensee takes 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.

6.16 The Licensee ensures 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 4, and the Licensee executes the consent forms confirmation form attached as Schedule 5.

6.17 The Licensee may neither assign nor transfer this Licence or the associated Truck Tags without the express consent of the Commissioner, which may be exercised in the Commissioner's absolute discretion.

6.18 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.

6.19 The Licensee provides the Commissioner with a Statutory Declaration from its principal or principals in the form attached as Schedule 6. The Commissioner may exempt the Licensee from referring to sanctions assessed against, or 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.

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The British Columbia Container Trucking  
Commissioner (or his delegate)

**SCHEDULE 1**  
**CONDITIONS OF LICENCE**

**See attached Appendices:**

Appendix A to Schedule 1 - Prohibited Practices  
Appendix B to Schedule 1 - Equipment and Safety  
Appendix C to Schedule 1 - Form of Security  
Appendix D to Schedule 1 - Information and Record Requirements  
Appendix E to Schedule 1 - Payment of Compensation

## APPENDIX A TO SCHEDULE 1

### Prohibited Practices

1. A Licensee must not do any of the following:
  - (a) require an Employee 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) 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 to Schedule 1**  
**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.
3. Upon the request of the Commissioner, a Licensee must produce any Approved Vehicles for interim emissions and opacity testing.

**Appendix C to Schedule 1**  
**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 to Schedule 1**

### **Information and Record Requirements**

1. On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant, (a "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 meaning of the *Employment Standards Act*, RSBC, chapter 113;
  - (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;
  - (d) paid all Truckers employed or retained by the Licensee in accordance with the covenants in this Licence and the Container Trucking Legislation; and
  - (e) The Licensee will provide evidence to the Commissioner, upon request, of the Licensee's compliance with all approvals required by Law and with a copy of the Access Agreement and Port Pass.
2. On the request of the Commissioner, a Licensee must provide the Commissioner with current information on a timely basis, related to the Licensee, Truckers conducting Container Trucking Services on behalf of the Licensee, and Approved Vehicles.
3. The Licensee must retain a record for each Trucker who performs Container Trucking Services for the Licensee of the following information:
  - (a) the Trucker's name, date of birth, telephone number and residential address;
  - (b) the date the Trucker first performed Container Trucking Services for the Licensee;
  - (c) the rate of remuneration for the Trucker, whether hourly or per trip;
  - (d) fuel surcharges paid to the Trucker;
  - (e) payment of Wait Time Remuneration;
  - (f) hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
  - (g) benefits, if any, paid to the Trucker;
  - (h) total Compensation, before taxes and any other deductions, paid to the Trucker;
  - (i) any deductions made from the Trucker's Compensation, and the reason for the deduction; and
  - (j) the date and time that the Licensee requests that the Trucker perform Container Trucking Services on behalf of the Licensee.
4. A record referred to in section 3 must be in English, and must be provided to the Commissioner on request.
5. Upon the request of the Commissioner, a Licensee must provide a copy of all regulatory approvals.



**Appendix E to Schedule 1**  
**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 REQUIRED INFORMATION**

Without limiting the generality of section 6 of this Licence, upon request of the Commissioner, the Licensee will provide to the Commissioner (or, where applicable, authorize the Commissioner to be provided with):

- (a) complete, accurate, and up to date Required Information regarding the Licensee, every vehicle approved by the Commissioner and every Trucker who carries out, either directly or indirectly, Container Trucking Services on behalf of the Licensee;
- (b) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing Required Information;
- (c) a copy of the Licensee's current NSC Safety Certificate;
- (d) the Licensee's Carrier Profile as filed with the Ministry of Transportation and Infrastructure;
- (e) the NSC and I.C.B.C 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 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;
- (f) corporate and company records of the Licensee, Related Persons, affiliates and successor companies;
- (g) payroll records, as defined and required by section 28 of the *Employment Standards Act*, RSBC 1996, c. 113, of the Licensee and Related Persons, affiliates and successor companies;
- (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) 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;
- (k) a record of any claim made against the Licensee or against a person, company, entity that may be a substitution for, or a new corporate entity of either, and
- (l) 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.

**SCHEDULE 3  
SPONSORSHIP AGREEMENT**

**Name of Licensee ("Sponsor"):**

**Name and Port Pass # of Sponsored Independent Operator, (together with any eligible employees of the Sponsored Independent Operator, the "Sponsored IO")**

*Name:*

*Port Pass #:*

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) if the Sponsored IO uses the services of any other person to undertake Container Trucking Services, that person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 5) all data respecting trucks must be provided in accordance with the Commissioner's and the Vancouver Fraser Port Authority's application processes;
- 6) 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 employees changes;
- 7) either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner;
- 8) the terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.

**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 4 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\_\_\_\_.

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

## SPONSORSHIP AGREEMENT

## ***Appendix 1: Information Re Employees of Sponsored IO's***

[illegible]

## SCHEDULE 4

### CONSENT

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

1) \_\_\_\_\_, (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**").

2) 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**").

3) 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**").

4) 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 license:

- 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.

5) 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: Michael Crawford, 3<sup>rd</sup> Floor - 1085 Cambie Street, Vancouver, V6B 5L7; Telephone: (604) 660-6051.

## SCHEDULE 5

### 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 6.16 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 \_\_\_\_\_, 2016.

## SCHEDULE 6

### STATUTORY DECLARATION

**IN THE MATTER OF THE** *Container Trucking Act* and *Regulations* 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;
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;
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; and
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 Regulations, or charged with an offence.