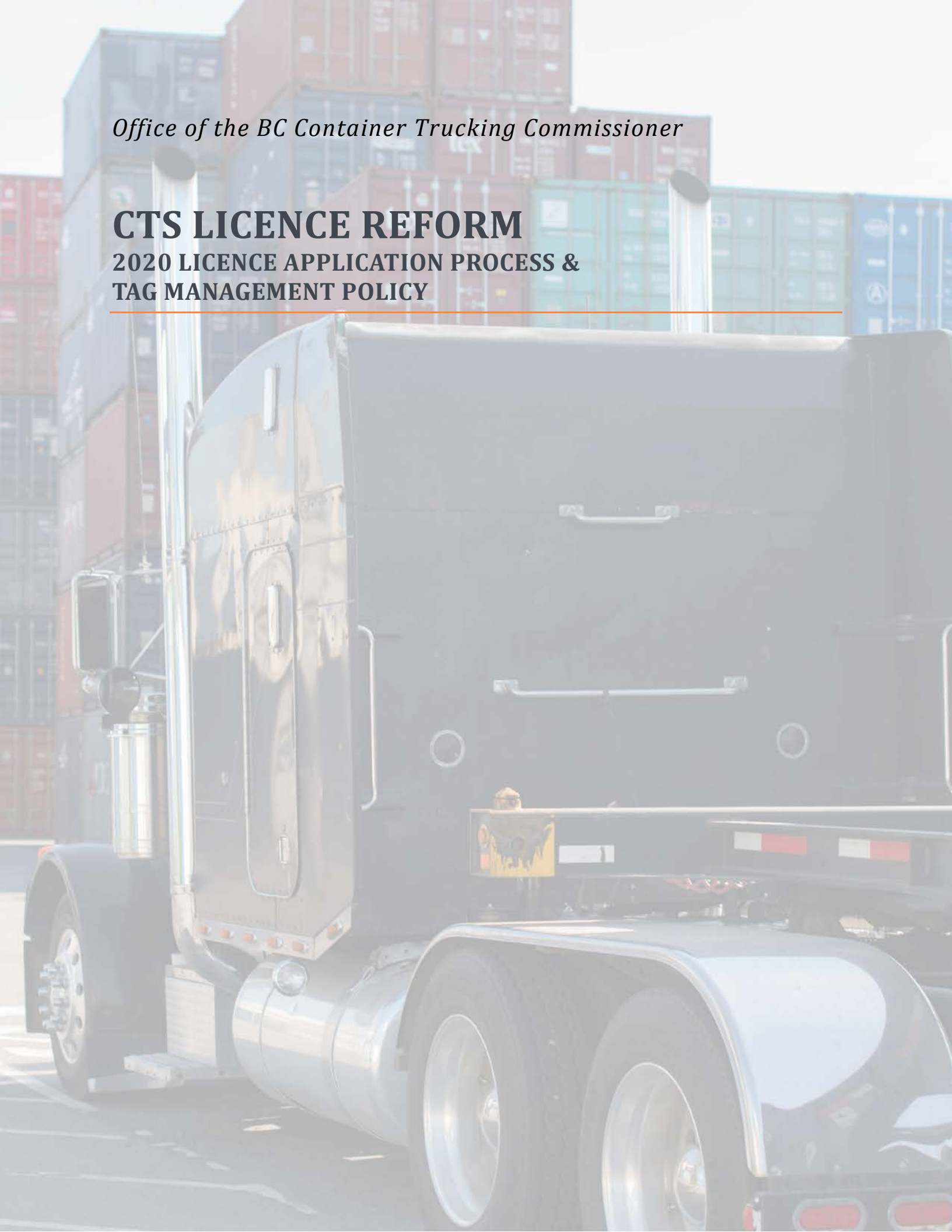


Office of the BC Container Trucking Commissioner

CTS LICENCE REFORM

**2020 LICENCE APPLICATION PROCESS &
TAG MANAGEMENT POLICY**





OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

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November, 2019



Introduction

The OBCCTC has elected to combine its truck tag management policy review with the 2020 licensing process and proposes a revised licencing scheme which addresses truck tag policy and OBCCTC enforcement of the legislative scheme.

This consultation document includes a summary of the proposed policy changes and an annotated copy of the proposed new Truck Tag Policy and CTS Licence (the “Licence”).

Consultation

This consultation document is provided for stakeholder discussion and comment. A final licence package and Truck Tag Policy will be issued in the spring of 2020, prior to the conclusion of the current licence term.

The comment period is open until the end of the day on February 28, 2020. Submissions can be sent to the OBCCTC at the following email address: registrar@obcctc.ca.

Submissions will be posted on the OBCCTC website.

Summary

The purpose of the revised Licence is to ensure that the requirements of the *Container Trucking Act* (the “Act”) and *Container Trucking Regulation* (the “Regulation”) are enforced through proper declaration and tracking of all trucks performing on and off-dock container trucking services for licensees. Under the revised Licence, it is proposed that licensees will be:

- Required to register all employees, sponsored independent operators (“I/Os”) and indirectly employed operators performing container trucking services;
- Required to assign either a TLS or CTC truck tag to each truck performing container trucking services;
- Subject to licence suspension for failure to submit and maintain the required information under the Licence; and
- Required to post a security pursuant to section 25 of the *Regulation* based upon the number of TLS and CTC truck tags assigned to the Licence.

The OBCCTC is also proposing:

- The prohibition of joint licences;
- An increase to the minimum truck requirement for licensees;
- The June 2020 licence period be opened to all interested applicants; and
- TLS truck tag requests made by applicants who previously held a Licence be assessed considering historic compliance with the *Act*.

The CTS Licence Tag Management Policy will be rescinded and the OBCCTC will introduce a new policy which proposes to assign either a on-dock (TLS) truck tag or off-dock (CTC) truck tag to each truck under licence that is utilized for container trucking services. The new policy also proposes to:

- Prohibit the “conversion” of truck tags from I/O assigned tags to company fleet assigned tags and vice versa between licence periods;
- Maintain the Commissioner’s I/O List;
- Issue or revoke TLS truck tags based upon the Vancouver Fraser Port Authority’s (“VFPA”) performance program; and
- Issue or revoke CTC truck tags at the request of licence holders.

It is proposed that no fee be charged for the issuance of CTC truck tags.

CTS Licence Tag Management Policy

The CTS Licence Tag Management Policy (the “Policy”) was introduced in January 2018. The objective of the Policy was to facilitate I/O movement to available work and balance the amount of work with the number of drivers in the industry in order to maintain fluidity at container terminals. Stakeholders began raising concerns with the Policy immediately after its introduction. Licensees were concerned about the number of available I/Os on the I/O List and labour representatives were concerned about the issuance of new truck tags under the Policy and the conversion of vacant I/O truck tags to company truck tags. Concerns regarding the performance program (the issuing and removal of truck tags) have also been raised, with stakeholders noting that the Balanced Scorecards issued by the VFPA and used by the OBCCTC to review performance do not completely reflect the productivity of their trucks/drivers.

In addition, the OBCCTC is concerned that the use of un-tagged trucks by licence holders to perform off-dock container trucking services undermines the legislative scheme. Trucks which are not tagged under the Licence cannot be tracked and, therefore, driver remuneration cannot be monitored. OBCCTC audits, investigations and the resulting decisions have demonstrated many instances of non-compliant rate payment because of the use of un-tagged trucks. Further, the inability to properly account for all container trucking services being performed by licensees negatively impacts analysis and reviews of supply chain efficiency, competitiveness and driver rates.

The OBCCTC recognizes the concerns of stakeholders and concedes that some issues have arisen which limit the effectiveness of the Policy. For example:

- The VFPA’s performance review program is the basis upon which the OBCCTC grants and removes truck tags from licensees:
 - truck tag activity is assessed based upon performance metrics that predominantly reflect on-dock activity; and
 - off-dock container trucking services activity is not being adequately accounted for by the performance review program because of the use of un-tagged trucks for off-dock work;
- I/Os do not always elect to fill tag vacancies at companies with above average performance;
- I/Os do not always leave companies with below average performance;
- I/Os perform container trucking services for licensees using truck tags assigned to other licensees;
- A lack of sanctioned I/O movement increases demand for the addition of I/Os to the Commissioner’s I/O List; and
- Licensees have incorrectly classified I/Os as company drivers under the Licence.

Further, under the current regulatory structure, each Licence issued by the Commissioner is assigned a fixed number of truck tags which can be assigned to either company owned trucks or I/O trucks. When a truck tag is assigned to a particular truck, a GPS unit is installed in the vehicle by the VFPA, effectively granting that truck access to VFPA property. The GPS unit is then used to monitor the activities of the truck. It is a condition of the Licence that all trucks under the Licence that perform container trucking services be allocated a truck tag by the Commissioner. As a result, all tagged trucks under the current Licence have access to VFPA property regardless of whether or not the trucks perform on or off-dock container trucking services.

Issuing more truck tags under the current policy to ensure that trucks performing off dock container trucking services are tagged would dilute the available amount of on-dock work for existing drivers of tagged trucks at licenced companies and could increase congestion/wait times at the terminals. Conversely, using un-tagged trucks for off-dock work negatively impacts the OBCCTC's audit and enforcement capabilities because the OBCCTC cannot enforce rate payment if it is not aware which trucks are performing container trucking services and the manner in which those services were performed.

TLS Truck Tags

For these reasons, the OBCCTC is proposing to introduce a new policy to come in effect upon the issuance of licences in June 2020. Under this proposed policy, a fixed number of TLS truck tags will be assigned to licence holders who can continue to either assign these tags to company owned trucks or I/O trucks that require access to VFPA container terminals (and may or may not also perform off-dock container trucking services). TLS truck tags would initially be assigned to licensees upon OBCCTC review of a business case submitted by licence applicants as part of the June 2020 licence application process, information provided by the VFPA, including a performance review, and an applicant's past compliance with the Act. Thereafter, the granting and removal of TLS truck tags would occur as per the policy outlined below. The TLS tagged trucks would continue to be equipped with a GPS device installed by the VFPA under a new GPS program. It is expected that the new program, with enhanced GPS monitoring capability, combined with the separate tracking of trucks that exclusively perform off-dock container trucking services, will address stakeholder concerns regarding the OBCCTC performance review program.

The "conversion" of TLS truck tags from I/O assigned tags to company fleet assigned tags and vice versa between licence periods would be prohibited.

CTC Truck Tags

Licence applicants would also require CTC truck tags which must be assigned to all trucks exclusively performing off-dock container trucking services under the Licence. It would be the responsibility of applicants to select the number of CTC truck tags they require. The OBCCTC would then grant all CTC truck tag requests and it would be the responsibility of licence holders to ensure that all trucks performing off-dock container trucking services under a licence are tagged. Because the identification (by issuance of a CTC truck tag) of off-dock trucks under licence is integral to the OBCCTC's enforcement program, licensees must allocate, on an ongoing basis, CTC truck tags to all off-dock trucks performing container trucking services and provide the OBCCTC with updated, accurate truck and driver information. Penalties for failure to declare and tag off-dock trucks or maintain tag information would be imposed. CTC tagged trucks would not be subject the VFPA's GPS program.

Fees

Licence and Access Agreement charges are based upon the size of a licensee's fleet which is reflected in the number of truck tags issued to the licensee. The OBCCTC recognizes that an increase in the number of tagged trucks registered under a Licence could result in an additional security cost to licensees. For this reason, it is contemplated that the licence fee continues be calculated upon the number of TLS truck tags issued with the Licence to avoid undue licence cost increases resulting from the issuance of

CTC truck tags. The security associated with the Licence will be determined by the total number of truck tags (TLS and CTC) assigned to each Licence.

Independent Operator List

The I/O List was introduced to ensure that I/Os were able to remain financially stable by balancing the number of available I/Os with the volume of available work. It was also intended to encourage I/Os to move to compliant companies. Licensees state that the I/O List has provided a false protection for qualified I/Os who have, for the most part, elected to not move companies. Licensees have regularly called for the addition of new I/Os to the I/O List. However, many of these licensees operate seniority systems and promote business practices which are not appealing to some I/Os and therefore have had trouble attracting I/Os.

While it is important that vacancies are created at companies that can provide stable work for I/Os, it is equally important that I/Os are empowered to decide which companies they wish to work. The I/O List achieves this balance and is also vital to maintaining balance between the number of I/O and company drivers across the fleet. For these reasons, the Commissioner's I/O List will remain. Any licensee seeking to sponsor an I/O to fill a vacant truck tag, shall only sponsor and join to I/Os on the I/O List.

Proposed CTS Licence Truck Tag Policy (new conditions in red)

PURPOSE

This is the policy of the Office of the BC Container Trucking Commissioner (the “OBCCTC”) on the issuance, withdrawal and management of truck tags assigned to Licensees. It is consistent with the purpose of the *Container Trucking Act* and *Container Trucking Regulation* (“the Legislation”) and is intended to balance the number of trucks with the volume of container movements in the sector generally, and, more specifically, encourage the movement of drivers to high performing companies.

Under this policy, the OBCCTC issues TLS truck tags (for trucks that require access to a marine terminal) and CTC truck tags (exclusively for trucks that only perform off-dock container trucking services).

Licensees and current and prospective Independent Operators (“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 truck tags associated with the Licence and impose conditions upon the Licensee.

PRINCIPLES

The following principles will apply in the application of this policy:

- Truck Tags are assigned to a licensee and not to individual I/Os.
- Truck Tags are not transferrable in the event of a change in control or sale of a licensed company.
- Licensees are accountable for ensuring that tagged trucks are performing container trucking services as defined by the legislation.
- Conversion of a company tag to an I/O tag during the term of the Licence is not permitted.
- Conversion of an I/O tag to a company tag during the term of the Licence is not permitted.
- Truck tags have no monetary value and cannot be explicitly or implicitly or directly or indirectly assigned, transferred, shared, traded, bought or sold.

CRITERIA

The Commissioner considers a Licensee's **on-dock** performance metrics (including those under the VFPA's performance review program) and the size and performance of the I/O fleet under Sponsorship/Joinder when issuing and withdrawing additional **TLS tags**. **CTC tags will be assigned to licensees at their request.**

POLICY

1. **The number of authorized tags assigned to a licensee may vary throughout the term of the Licence.**
2. **The Commissioner will review and determine the number of TLS tags to be allocated to each applicant under an approved Licence based upon information provided by the VFPA, including a performance review that identifies, in part, the number of on and -off dock trips per day conducted by each TLS tagged truck.**
3. **The Commissioner may consider any other matters that the Commissioner in his or her discretion may consider relevant to the performance review.**

TLS Tag Application Process

4. **A Licensee will not be granted additional TLS tags if there is an active audit or investigation being conducted by the OBCCTC.**
5. **Licensees may apply to increase the number of TLS tags authorized under its Licence at any time throughout the term of the Licence unless otherwise suspended. Licensees must complete the Additional TLS Tag Request Form and submit supporting documents.**
6. To qualify for additional **TLS tags**, Licensees must provide a business plan detailing all of the following:
 - The planned use of the additional **TLS** tags;
 - The estimated impact of additional tags on the performance metrics of a Licensee's existing tag allotment; and
 - A schedule for the implementation of the additional **TLS** tags.
7. The business plan must also demonstrate **or include** one or more of the following:
 - That existing business is difficult to service due to the high utilization of the current **TLS** tag allotment **with evidence to support**:
 - **An increase in the number of containers being transported per month for at least the three months preceding the application,**
 - **Analysis of the capacity within the fleet and the required number of tags needed to move the increased container volume, and**
 - **Sustained use of third party or sub-contracted services;**
 - **Verifiable documentation that a current customer has increased its container movement volume;**
 - **Signed contracts demonstrating that new business has been secured necessitating additional capacity;**

- An Independent Operator has indicated, in writing, support for the additional TLS truck tag application on the basis that the granting of an additional TLS truck tag will result in their sponsorship;
 - A letter of support from a union/bargaining agent (if applicable) and/or,
 - Any other evidence, criteria or information that the Commissioner may consider relevant.
8. The business plan may include an analysis of company truck and/or I/O truck trips/movement records to accurately assess the number of on and off-dock trips per day undertaken by the applicant's drivers and/or I/Os.
 9. Additional tags will be issued subject to the Licensee's adherence to the terms and conditions of the VFPA's Access Agreement and its past and ongoing compliance with the Licence and the legislation.
 10. 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 45 days of the date of the Commissioner's written approval or the approval will automatically expire, unless consent is granted in advance by the OBCCTC to extend the timeframe.
 11. A Licensee is responsible for ensuring its security (bonding) requirements under the Licence and Regulation are met based upon the number of TLS and CTC tags assigned to the Licence. A Licensee is also responsible for paying all Truck Licensing Program fees associated with an increase in its TLS truck tag allotment if applicable.

Provisional TLS Tags

12. Licensees may also apply to the Commissioner for a 90-day temporary TLS tag ("Provisional TLS 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 TLS 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.

TLS Tag Withdrawal Process

13. Approval of additional TLS truck tags is subject to a Licensee maintaining the performance metrics associated with all the TLS truck tags assigned to it under its CTS Licence as well as its performance requirements under the VFPA's Access Agreement. Failure to maintain performance may result in a reduction of the number of TLS truck tags under the Licence.
14. The Commissioner will review the performance levels of all Licensees and withdraw TLS tags from Licensees not maintaining TLS tag performance and/or evidencing a prolonged decrease in TLS tag performance and container movement volumes.

15. In conducting its performance review, the OBCCTC will examine and compare the performance of licensees within the following groupings based on the size of a licensee's TLS tagged fleet and its performance within the grouping:
 - a. Small Sized Licensees 10-20 trucks
 - b. Medium Sized Licensees 20-30 trucks
 - c. Large Sized Licensees 31 + trucks
16. 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 to evaluate licensee fleet performance. This may include any information provided by a licensee regarding its fleet performance.
17. Should the Commissioner consider reducing the number of TLS tags under a Licence, the Commissioner will provide the licensee with a warning and a 90-day opportunity to improve TLS tag performance, which is detailed on the Licensee's Balanced Scorecard. If, after 90 days, TLS tag performance has not improved, the Licensee will be given reasonable notice of the Commissioner's intention to withdraw the TLS tags.
18. Licensees may voluntarily surrender tags at any time. The VFPA may amend Access Agreement charges to reflect Licensees who voluntarily surrendering TLS tags or when TLS tags are removed.
19. Any TLS tag that has remained vacant for longer than 90 days will be removed from the Licensee.

CTC Tags

20. Licensees must declare to the OBCCTC and maintain an up-to-date accounting with the OBCCTC of all company owned trucks exclusively performing off-dock container trucking services.
21. Licensees must provide to the OBCCTC a signed sponsorship form for all I/Os exclusively performing off-dock container trucking services using a CTC tagged truck under licence.
22. Licensees may apply for CTC tags authorized under its Licence at any time throughout the term of the Licence. Licensees must complete and submit the CTC Tag Request Form to the OBCCTC.
23. Any CTC tag that has remained vacant for longer than 90 days will be removed from the Licensee.

Independent Operator List

24. The Commissioner's I/O List (the "List") is intended to increase sponsorship opportunities for I/Os. When seeking sponsorship, I/Os must advise licensees about their status on the List. Licensees seeking to sponsor I/Os may also contact the OBCCTC to confirm an I/O's status on the List.
25. Status on the I/O List is associated with an individual, not with a tag. **Tags do not move between Licences.** I/O's cannot transfer their place on the I/O List to another I/O.
26. An I/O shall not perform container trucking services on behalf of any Licensee unless the I/O is on the I/O List.
27. Licensees shall only sponsor and join to I/Os on the I/O List.

28. 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, in accordance with Appendix A to Schedule 1 of the Licence (“Prohibited Practices”) a Licensee must not require an I/O to sell his or her Equipment (as defined in the Licence) to the Licensee.
29. The maximum number of I/Os on the I/O List is set by the Commissioner, and is reviewed monthly and adjusted as necessary at the discretion of the Commissioner.
30. The I/O List is 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 **if the receiving Licensee has a vacant tag and the previous Sponsorship/Joinder is severed.**

- 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 ~~as of January 1, 2018~~; however, the trucks 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

31. 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.
32. **Applicants must complete an application and demonstrate that they have 5 (five) or more years of experience in providing local drayage and/or long haul (highway) container trucking services.**

Applicants must also declare that they are aware of and will meet the following conditions within 60 days of receiving written confirmation they have been added to the List:

- Acquire a compliant vehicle that meets or exceeds the Vancouver Fraser Port Authority (“VFPA”) truck age requirement;
- Secure a Sponsorship/Joinder agreement with a licensee that has a vacant tag; and
- Obtain VFPA Truck Licensing System approval.

33. Should the number of applicants exceed the number of advertised spaces, the successful applicants will be determined by a lottery.
34. If a successful applicant is unable to meet the conditions outlined in section 28 within 60 days of being added to the List, he/she must write to the Commissioner and the Commissioner may grant an extension. ~~Successful applicants will be notified in writing and will have 60 days from the date of the written notification to acquire a compliant vehicle, secure a Sponsorship/Joinder with a Licensee that has a vacant tag and secure VFPA TLS approval, unless consent is granted in advance by the OBCCTC to extend the timeframe.~~
35. ~~Subject to the discretion of the OBCCTC, 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

36. Licensees may apply for additional tags to: registrar@obcctc.ca
37. Licence holders may apply to fill vacant TLS tags and submit new I/O Sponsorship/Joinder applications through the OBCCTC and the VFPA TLS. **CTC tag and associated new I/O Sponsorship applications are only to be submitted to the OBCCTC.**
38. 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.
39. Placement on the I/O List does not guarantee an I/O Container Trucking Services work of any kind.
40. All references to timeframes and deadlines in this policy are subject to the discretion of the Commissioner.
41. Except as defined herein, capitalized terms in this policy have the same meanings as defined in the Licence.

Proposed Licence Criteria (new conditions in red)

The proposed new licencing criteria is designed to meet the OBCCTC's goals of achieving an efficient, stable, financially and logistically competitive drayage supply chain in the Lower Mainland. The OBCCTC's goal is to balance the number of TLS tagged trucks with the amount of available on-dock container trucking services and track the activity of all trucks performing container trucking services under licence to ensure payment of minimum rates and labour stability.

It is likely that the number of licence applications (and the associated TLS truck tag requests) meeting the mandatory criteria will exceed the OBCCTC's TLS truck tag target (**target number to be determined**). Therefore, the OBCCTC will assign TLS truck tags based upon the TLS truck tag business case/applications submitted by existing licensees before assigning any remaining TLS truck tags to new applicants. Past compliance with the *Act, Regulation*, and Licence will be considered when evaluating existing licensee business cases. The following additional criteria may also be considered when evaluating all licence applications:

MANDATORY CRITERIA	
1. Eligibility	
Eligible Applicants	All companies meeting the mandatory criteria set out in the Evaluation Matrix may apply.
Minimum Number of Trucks	Applicants must have at least ten trucks, either company-owned and/or sponsored, that are eligible to receive a truck tag.
Tagged Truck Requirements	Applicants must assign TLS truck tags to trucks that require access to a marine terminal and that meet the VFPA's minimum truck standards and requirements. Applicants must assign CTC truck tags to all non-TLS tagged trucks performing off-dock container trucking services.
Licence Term	2 years
2. Financial	
Licence Charge	The TLS Program Charge (including the Licence charge) is as described in Table 1. The charge can be paid in quarterly installments.
Security	Applicants must hold a valid security in an amount correlating with the number of truck tags per Licence as described in Table 1.
Vehicle Ownership Confirmation	Registration documents to be provided for all company vehicles performing container trucking services under the Licence must establish that the vehicle is owned by the applicant.
3. Other	
Declared Vehicles	Applicants are required to declare and tag all trucks that perform container trucking services.
Declared Drivers	Applicants are required to declare all employees, sponsored I/Os and indirectly employed I/Os who will be performing container

	trucking services.
I/O Sponsorship	Licensees must sponsor all I/Os and shall only sponsor and join to I/Os on the I/O List. Only one truck shall be associated with a sponsorship.
Vehicle Monitoring Program	All TLS tagged trucks must be equipped a GPS device installed under the VFPA's performance monitoring program. NOTE: It is proposed that all CTC tagged trucks be required to have installed a third-party certified ELD as per Government of Canada regulation at the 2022 licence period.
Union Affiliation	Provide a copy of a valid collective agreement (for Unionized trucking companies)
Joint Licences	No joint licences to be issued.
Workers' Compensation Board (WCB) Status	Provide a copy of annual WorkSafeBC statement detailing confirmation of a surcharge or discount position with WorkSafeBC premiums.
ADDITIONAL CRITERIA	
Compliance History	TLS truck tag applications submitted by existing licensees will be evaluated (as outlined in the Evaluation Matrix below) based upon the applicant's compliance history. Compliance history will not be considered for new applicants who will only be assigned TLS truck tags in the event the OBCCTC's TLS truck tag target has not been met.

<p>TLS Truck Tags Business Plan</p>	<p>A TLS truck tag must be assigned to all company owned trucks and I/O trucks seeking entry to VFPA container terminals. The number of TLS truck tags allocated to each applicant will be based upon a business plan submitted by the applicant and information provided by the VFPA, including a performance review, and any other matters that the Commissioner in his or her discretion may consider relevant.</p> <p>The business plan must detail the following:</p> <ul style="list-style-type: none">• The planned use of the tags;• The estimated impact of the requested tags on the performance metrics of a Licensee’s existing tag allotment;• A schedule for the implementation of the tags. <p>The business plan must also demonstrate one or more of the following:</p> <ul style="list-style-type: none">• Documentation that demonstrates the utilization of the requested tag allotment with evidence to support:<ul style="list-style-type: none">○ The number of containers being transported per month for at least the three months preceding the application, and○ Analysis of the capacity within the fleet and the required number of tags needed to move the stated container volume• Verifiable documentation that current customers have either maintained or increased its container movement volume;• Signed contracts demonstrating that existing or new business has been confirmed and/or secured necessitating requested number of tags;• Evidence to support the Licensee either has or will acquire sponsored I/Os and/or company trucks to fill the requested truck tags;• A letter of support from a union/bargaining agent (if applicable) and/or;• Any other evidence, criteria or information that the Commissioner may consider relevant. <ul style="list-style-type: none">• The business plan may include an analysis of company truck and/or I/O truck trips/movement records to accurately assess the number of on and off-dock trips per day undertaken by the applicant’s drivers and/or I/Os.
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Evaluation Matrix

MANDATORY CRITERIA	CRITERIA MET?	
Minimum number of trucks requirement met	Y/N	
Proposed tagged trucks meet requirements	Y/N	
Security requirement met	Y/N	
Insurance requirement met	Y/N	
Union affiliation requirement met	Y/N	
Workers' Compensation Board (WCB) status requirement met	Y/N	
ADDITIONAL CRITERIA	COMPLIANCE RECORD	
Compliance History	No Decision Issued	Good
	Decision Issued No Penalty	Average
	Decision Issued With Penalty	Poor
TLS Truck Tags Business Plan		



TABLE 1 – TLS Program Charge (incl. Licence fee)

Number of Trucks	TLS Program Charge Amount
10 to 15 trucks	\$35,000
16 to 20 trucks	\$45,000
21 to 45 trucks	\$45,000 + (\$2,711 x [number of trucks over 20 trucks])
45 or more trucks	\$45,000 + (\$2,711 x [number of trucks over 20 trucks])

TABLE 2 – Required Security Amounts

Number of Trucks	Required Compliance/Surety Bond
	<i>\$250,000 for up to 20 trucks; \$125,000 per additional 10-truck increment</i>
10 to 20 trucks	\$ 250,000
21 to 30 trucks	\$ 375,000
31 to 40 trucks	\$ 500,000
41 to 50 trucks	\$ 625,000
51 to 60 trucks	\$ 750,000
61 to 70 trucks	\$ 875,000
71 to 80 trucks	\$ 1,000,000
81 to 90 trucks	\$ 1,125,000
91 to 100 trucks	\$ 1,250,000
101 to 110 trucks	\$ 1,375,000
111 or more trucks	= \$ 250,000 + (\$125,000 x [every ten trucks over 20 trucks])

Key Dates

November 2019	Licence Package Consultation.
May 1, 2020	Application information package and sample Licence released.
May 29, 2020	Application intake closes.
May 1 to June 10, 2020	Applications reviewed and assessed as they are received. Conditional approvals will be issued to successful applicants as they are processed.
Week of June 15, 2020	Final set of conditional approvals issued. If applicable, amendments to previously sent conditional approval letters will be issued.
Week of June 22, 2020	All conditions, including fees must be met.
June 30, 2020	Final approval notices confirmed.
July 1, 2020	New Licences in effect.



CONTAINER TRUCKING SERVICES LICENCE

ISSUED BY:

British Columbia Container Trucking Commissioner
(“Commissioner”)

TO:

(“Licensee”)

Date of issuance: **June July 1, 2018, 2020**

Under authority of: *Container Trucking Act*, SBC 2014, chapter 28 and the *Container Trucking Regulations* 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: ~~Required Information~~ Sponsorship Agreement
- Schedule 3: ~~Sponsorship Agreement~~ Consent
- Schedule 4: Consent Forms Confirmation
- Schedule ~~65~~: 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 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);

“**CTC Truck Tag**” means a Truck Tag assigned to an Approved Vehicle by the Commissioner for the performance of Container Trucking Services that do not require access to a Licence Area;

“**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, 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;~~

~~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 eachan entity, whether corporate or individual, ~~that individually or jointly and severally constitutes the Licensee~~ to whom a Licence has been granted;

~~“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;~~

~~“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;~~

~~“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 Appendix D of Schedule 2;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 3 2;

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

“TLS Truck Tag” means a Truck Tag assigned to an Approved Vehicle by the Commissioner for the performance of Container Trucking Services that require access to the Licence Area;

“Truck Tag” means a either a CTC Truck Tag or a TLS Truck Tag allocation made 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 ~~June 30, 2020~~ June 30, 2022.

3.2 This Licence is renewable at the discretion of the Commissioner, for an additional term or subsequent additional terms, as decided by the Commissioner.

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 tagged 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 of the Licensee arising under this Licence for breach of any provision respecting the obligations to remunerate Truckers, if following once~~ the Commissioner has made a final determination ~~that and~~ the Licensee has ~~breached its obligation to remunerate Truckers in accordance with~~ failed to pay the amount owing within the ~~Container Trucking Legislation and this Licence. specified time:~~

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

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.

5.35.4 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.

5.45.5 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.

~~5.55.6~~ 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.

~~5.65.7~~ The delivery of valid replacement Security by the Licensee under section ~~5.55.6~~ 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.

~~5.75.8~~ 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 ~~only~~ to reflect the structure or identity of the Licensee, ~~as a limited company, an individual, partnership, other entity or joint venture comprising the Licensee.~~

~~5.85.9~~ 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, including the Conditions set out in Schedule 1, with which the Licensee must comply 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.

~~6.26.3~~ The Licensee accepts and assumes legal responsibility for, and control over, all Truckers who provide Container Trucking Services on behalf of the Licensee.

~~6.36.4~~ The Licensee is responsible for paying the minimum rates set by the Commissioner to all Truckers set out in 6.3.

6.5 The Licensee must register with the OBCCTC the Required Information set out in Appendix D to Schedule 1 and must maintain the currency of the Required Information as set out in Appendix D to Schedule 1.

Access to Marine Terminals

~~6.46.6~~ The Licensee is eligible to enter the Licence Area for the purposes of carrying out Container Trucking Services.

~~6.5~~6.7 The Licensee holds a valid Port Pass and is party to a valid Access Agreement.

~~6.6~~ The Licensee complies with all applicable Law, and safety and security requirements of the Commissioner.

~~6.7~~ The Licensee complies with all Orders that apply to this Licence.

~~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.

Truck Tags

~~6.9~~6.8 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.

~~6.9~~ The Licensee must assign either a TLS Truck Tag or CTC Truck Tag to each truck performing Container Trucking Services.

~~6.10~~ 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 TLS Truck Tags that the Licensee is authorized to use pursuant to this Licence, and acknowledges that that determination may vary throughout the Term.

~~6.10~~6.11 The Commissioner reserves to his or her entire discretion the determination of the number and type of Truck Tags allocated to the Licence.

Other

~~6.12~~ The Licensee complies with ~~the terms of Schedule 2.~~all applicable Laws, Orders, and safety and security requirements of the Commissioner.

~~6.11~~6.13 The Licensee complies with the terms of the Sponsorship Agreement attached as Schedule ~~3~~ 2.

~~6.12~~6.14 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.

~~6.13~~6.15 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.

~~6.14~~6.16 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.

~~6.15~~6.17 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 ~~3~~, and the Licensee executes the consent forms confirmation form attached as Schedule ~~5~~ 4.

~~6.16~~6.18 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.

6.19 The Licensee may ~~neither not~~ assign ~~nor or~~ 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.~~

~~6.17~~6.20 The Licensee may not receive by assignment or transfer a Licence or Truck Tags.

~~6.18~~6.21 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~~6.22 The Licensee provides the Commissioner with a Statutory Declaration from its principal or principals in the form attached as Schedule 6 ~~5~~. 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.

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~~ - Required Information
- Appendix E ~~to Schedule 1~~ 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 ~~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) misrepresent, or require or allow a Trucker to misrepresent₂ 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.

Appendix D ~~to Schedule 1~~
~~Information and Record Requirements~~ Required Information

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: ~~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 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 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;
 - ~~(b)~~(d) the date the Trucker first performed Container Trucking Services for the Licensee;
 - ~~(e)~~(e) the rate of remuneration for the Trucker, whether hourly or per trip;
 - ~~(d)~~(f) fuel surcharges paid to the Trucker;
 - ~~(e)~~(g) payment of Wait Time Remuneration;
 - ~~(f)~~(h) hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
 - ~~(g)~~(i) benefits, if any, paid to the Trucker;
 - ~~(h)~~(j) total Compensation, before taxes and any other deductions, paid to the Trucker;

- ~~(i)(k)~~ 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~~
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), the Vehicle Identification Number ("VIN") and the license plate number of each vehicle allotted a TLS Truck Tag under the Licensee's Licence, and the name and contact information for each Trucker driving that vehicle.
- (b) Title to the vehicle (vehicle ownership information), the VIN and the license plate number of each vehicle allotted a CTC Truck Tag under the Licensee's Licence, and the name and contact information for each Trucker driving that vehicle;
- ~~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.~~
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.

SCHEDULE 2 REQUIRED INFORMATION

RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

4. ~~Without limiting the generality of section 6 of this Licence, upon request of the Commissioner, the Licensee will provide to the Commissioner~~ 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 ~~Required Information;~~ 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 ~~I.C.B.C~~ 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) 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;
- (g) records of the Licensee, Related Persons, affiliates and successor companies that pertain to engagement and remuneration of Truckers working in the container trucking industry;
- (h) 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;
- (i) 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;
- (j) 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
- (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.

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 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.

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 3 2
SPONSORSHIP AGREEMENT

Name of Licensee (“Sponsor”):

Name and Port Pass # of Sponsored Independent Operator, (together with **anyan** eligible **employeeemployee** 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) the Sponsored IO is on the I/O List held and administered by the OBCCTC;
- 4)5) if the Sponsored IO uses the services of ~~any other~~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 to undertake Container Trucking Services;
- 5)7) all data respecting trucks must be provided in accordance with the Commissioner’s and the Vancouver Fraser Port Authority’s application processes;
- 6)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 **employeeemployee** changes;
- 7)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 4 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__.

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

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

Port Pass Number	First Name	Middle Name	Last Name

SCHEDULE 4 3

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 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.

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, 3rd Floor - 1085 Cambie Street, Vancouver, V6B 5L7; Telephone: (604) 660-6051.

SCHEDULE 5 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 6.16 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~~ 20.

SCHEDULE 6 5

STATUTORY DECLARATION

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