



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

Off-Dock Drayage Reform

CTS Licence and Rate Order Amendments





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BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

1085 Cambie Street, Vancouver BC V6B 5L7

info@obcctc.ca

obcctc.ca

604-660-6051

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Introduction

On September 16, 2020, the Minister of Transportation and Infrastructure (the “Minister”) released a report (*Off-Dock Drayage Insights*, Cascadia Partners, September 2020) that examined off-dock container movements in the Lower Mainland for the purpose of informing future policy development. The Minister also announced that the Commissioner would be undertaking further consultation with the container trucking sector on opportunities to make targeted adjustments to the Commissioner’s rates, policy and the *Container Trucking Regulation* (the “*Regulation*”) to “ensure fair and equitable working conditions that support a stable, efficient and competitive Lower Mainland container trucking sector.”

The Container Trucking Commissioner (the “Commissioner”) consulted on the *Off-Dock Drayage Insights* report and on May 12, 2021 issued the *Off-Dock Drayage in the Lower Mainland Recommendation Report*. The Commissioner’s recommendations in the report focused on three areas – regulatory scope, rates, and enforcement and included the following recommendations:

Recommendation 1

Amend the CTS Licence to apply its terms and conditions to any company that is affiliated with a licensee and moving containers that are currently captured by the *Container Trucking Act* (the “*Act*”) and *Regulation*. Amend the CTS Licence to require licensees to make available upon request any contracts between the licensee and entities carrying out CTS on their behalf, and that those contracts demonstrate that truckers performing CTS on behalf of licensees are being paid the required rate.

Recommendation 2

Assign truck tags to licences only for the purpose of identifying trucks that require access to a marine container terminal.

Recommendation 3

Amend section 25 of the *Regulation* to require licensees to provide a security in an amount that is linked to the number of trucks, identified under licence, that perform container trucking services.

Recommendation 4

Tie OBCCTC funding to the number of trucks, identified under licence, that perform container trucking services.

Recommendation 5

Amend the Rate Order to eliminate trip rates and the Positioning Movement Rate (“PMR”) and introduce comparable minimum hourly rates for all employees and Independent Operators.

Recommendation 6

Amend the CTS Licence to require that licensees install on each truck a third-party certified electronic logging device and make available to the OBCCTC all data generated by the electronic logging device (“ELD”) upon request, and require affiliates to do the same, and include penalties for withholding and altering this information.

Key Dates

July 1, 2021	Terms of Reference – Consultation by written submission.
September – October 2021	Consultation meetings.
October - November 2021	OBCCTC Consultation Summary Report.

Consultation

Consultation for implementation of the above recommendations is being conducted. The following Terms of Reference and draft licence are provided for stakeholder comment. An amended CTS Licence and Rate Order as well as planned implementation dates will be issued following the conclusion of consultation.

The written comment period is open until the end of the day on August 31, 2021. Submissions can be sent to the OBCCTC at the following email address: registrar@obcctc.ca.

Submissions will be posted on the OBCCTC website.

Terms of Reference

The Commissioner is amending the CTS Licence and Rate Order to implement the recommendations of the *Off-Dock Drayage in the Lower Mainland Recommendation Report*. The Commissioner is calling for written submissions from all interested parties, including drivers, which consider one or more of the following terms of reference:

CTS Licence Amendments

The Commissioner is amending the CTS Licence to apply all conditions of the licence to any company (“Related Person”) that is affiliated with a Licence Holder and moving containers that are currently captured by the *Act* and *Regulation*. **Please note: Affiliated companies are being defined as a “Related Person” in the draft licence.**

The Commissioner is also amending the CTS Licence to prohibit the Licence Holder from contracting with unrelated, unlicensed persons for the provision of container trucking services. Recommendation 1 in the *Off-Dock Drayage in the Lower Mainland Recommendation Report* did not introduce this prohibition, but it is being proposed now to ensure that the Licence Holder does not attempt to circumvent the Commissioner’s rates by entering into contracts for container trucking services with unrelated or unlicensed persons and reduce the reliance on existing licence holders that provide overflow services.

A number of other amendments are also being proposed to align the terms and conditions of the CTS Licence with the Commissioner's recommendations and audit practice and procedure. Key changes include:

- The Licence Holder must ensure that it has a written contract with every Related Person or other Licence Holder that performs container trucking services on its behalf and the written contract must ensure that all drivers performing container trucking services are paid the Commissioner's rates and the Commissioner has the right to audit all payments made to truckers;
- The Licence Holder only carries out on-dock container trucking services using tagged trucks (Note: tagged trucks can also perform off-dock container trucking services); and
- The Licence Holder must ensure that all trucks engaged in Container Trucking Services for the Licence Holder, including those of its Related Persons are equipped with an ELD and ELD records must be kept for 4 years.

Proposed amendments to the CTS Licence are marked in the attached CTS Licence for review and comment. Minor editorial revisions have also been made to the attached CTS Licence which are also marked for notation.

Independent Operator Hourly Rates

In the *2018 Rate Review Report*, it was recommended that phased increases to the I/O hourly rate be implemented. Detailed analysis conducted by the OBCCTC indicated that the I/O hourly rate should ultimately be set at approximately \$70.00 per hour (inclusive of benefits). The first increase, implemented on April 1, 2020 was a 10% increase resulting in the currently I/O hourly rate of \$57.71 per hour if an I/O has performed less than, and \$59.03 per hour if an I/O has performed more than (or equal to), 2340 collective hours of container trucking services for any licensee or licensees (hourly rates are inclusive of benefits and exclusive of the fuel surcharge which is calculated monthly and added to the hourly rate).

The OBCCTC's proposed I/O hourly rate of \$70.00 per hour is based upon calculation of the required employee hourly rate plus fixed and variable costs for an I/O.

The required employee hourly rate of \$26.96 is the starting point for calculating the I/O hourly rate.

Fixed costs for I/Os are their truck, ICBC license, insurance, and administration. In the *2018 Rate Review Report* a fixed cost of \$20.13 per hour was calculated and can be broken down to the following:

Cost Type	Annual Cost
Truck	\$20,000
ICBC License	\$2,800
Insurance	\$13,500
Admin	\$10,000
Total	\$46,3000
Fixed costs per day (230 worked days)	\$201.30 per day
FIXED COSTS PER HOUR (TEN-HOUR WORKDAY)	\$20.13 per hour

Variable costs include fuel, maintenance and repair, tires and miscellaneous costs. In the *2018 Rate Review Report* a variable cost of \$22.32 per hour was calculated and can be broken down to the following:

Cost Type	Cost/km
Fuel	\$0.551
Maintenance	\$0.149
Tires	\$0.0028
Miscellaneous	\$0.016
Total	\$0.744
HOURLY RATE (average speed of 30km per hour)	\$22.32 per hour

As a result, the sum of the required employee hourly rate, fixed costs, and variable costs equal \$69.41 per hour, leading to the OBCCTC recommended rate of \$70.00 per hour.

Type	Rate (per hour)
Employee hourly rate	\$26.96
Fixed costs	\$20.13
Variable costs	\$22.32
TOTAL	\$69.41

Stakeholders are invited to consider the most appropriate method for calculating an I/O hourly rate and, based upon a specific method of calculation, make proposals for the next I/O hourly rate increase.

Security Requirements and Licence Fees

Security Requirements

The Commissioner has recommended that section 25 of the *Regulation* be amended to require licensees to provide a security in an amount that is linked to the number of trucks, identified under licence, that perform container trucking services rather than the number of truck tags. This change is recommended because it is important that the size of a licensee's security reflects the actual size of a licensee's fleet and can account for any liability incurred by the licensee resulting from an OBCCTC decision.

Licence Fees

The Commissioner has also recommended that OBCCTC funding be tied to the number of trucks, identified under licence, that perform container trucking services rather than the number of truck tags. This recommendation reflects the costs associated with expanding the OBCCTC's enforcement responsibilities.

This means that a licence fee will be based on the number of trucks performing container trucking services for a licensee rather than the number of truck tags.

The OBCCTC operates on a cost recovery basis with costs recovered from licence fees. An estimated OBCCTC budget overview that reflects the current annual costs of the OBCCTC as well as the expected costs of enforcing the Commissioner's recommendations is provided for review:

OBCCTC Cost Recovery Allocation (Annual)	Forecasted Expenditure
Audit and Compliance	\$584,000.00
Licensing Administration	\$280,000.00
Communications	\$91,000.00
Operations	\$165,000.00
Total	\$1,120,000.00

Licence Fee Structure Options

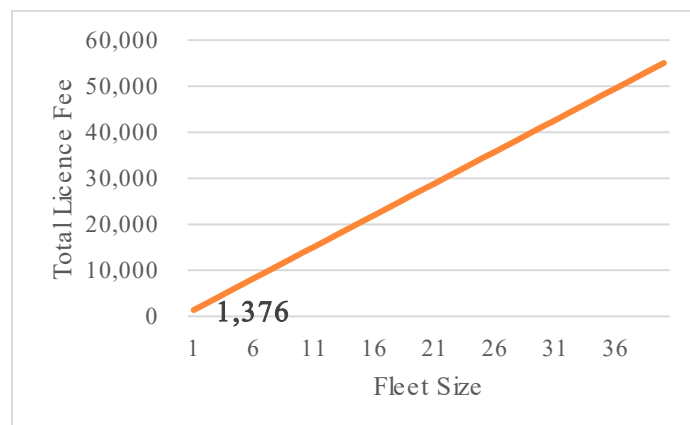
Company Fleet Size Overview

There are currently 1628 licences issued to 79 trucking companies with fleet sizes ranging from two to 132 trucks. The average fleet size is 20.6 trucks.

The following fee structures are calculated based on two years of forecasted operating budget of \$2.24 million.

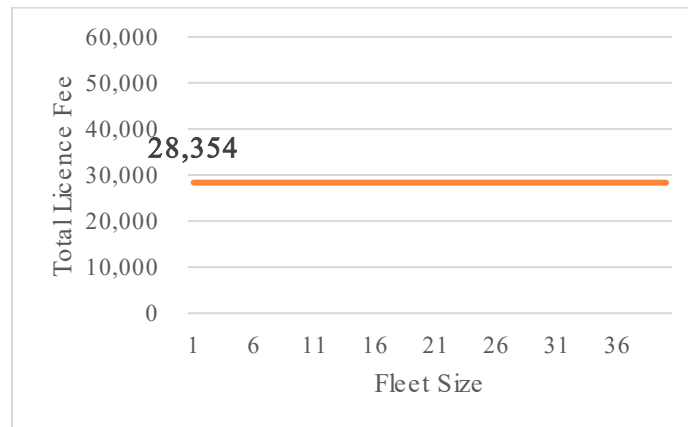
Flat fee per truck

A flat fee of \$1,376 would be calculated per truck that the company utilizes for container trucking services. To cover two years of operating budget of \$2.24 million, the average fee per truck is \$1,376.



Flat Fee Per Company

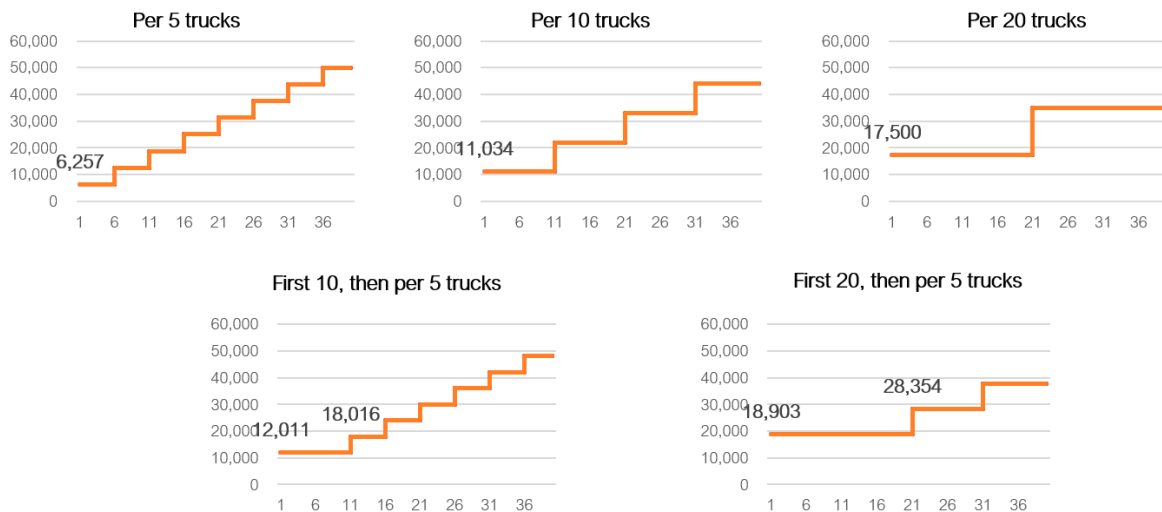
A flat licensing fee would be charged for each licenced company, regardless of fleet size. The flat licensing fee would be determined by dividing the forecasted operating budget by the number of licenced companies, which equals to \$28,355 with a \$2.24 million operating budget and 79 licenced companies.



Step Function Fee Structure

A step function fee structure based on fleet size uses the same fee for a range of fleet sizes. A company's licence fee would jump to the next step as their fleet size reaches the next range, or portion thereof. A larger step will increase the price for small companies and decrease the price for large companies.

Total License fees (vertical) vs. fleet size (horizontal):



- Per 5 trucks: \$6,257 for every 5 trucks or portion thereof.
- Per 10 trucks: \$11,034 for every 10 trucks or portion thereof.
- Per 20 trucks: \$17,500 for every 20 trucks or portion thereof.

- First 10, then per 5 trucks: \$12,011 for first 10 trucks (or portion thereof) and \$6,005 for every 5 trucks or portion thereof above 10 trucks.
- First 20, then per 5 trucks: \$18,903 for first 20 trucks (or portion thereof), and \$9,451 for every 10 trucks or portion thereof above 20 trucks.

Fee Structure Summary

The following table compares the total licence fees based on fleet size for the different fee structures.

Fleet Size*	Per truck	Per 5	Per 10	Per 20	10 then per 5	20 then per 10	Per company
5	6,880	6,257	11,034	17,500	12,011	18,903	28,354
10	13,759	12,514	11,034	17,500	12,011	18,903	28,354
15	20,639	18,771	22,069	17,500	18,016	18,903	28,354
20	27,518	25,028	22,069	17,500	24,021	18,903	28,354
25	34,398	31,285	33,103	35,000	30,027	28,354	28,354
30	41,278	37,542	33,103	35,000	36,032	28,354	28,354
35	48,157	43,799	44,138	35,000	42,038	37,806	28,354
40	55,037	50,056	44,138	35,000	48,043	37,806	28,354
45	61,916	56,313	55,172	52,500	54,048	47,257	28,354
50	68,796	62,570	55,172	52,500	60,054	47,257	28,354
55	75,676	68,827	66,207	52,500	66,059	56,709	28,354
60	82,555	75,084	66,207	52,500	72,064	56,709	28,354
65	89,435	81,341	77,241	70,000	78,070	66,160	28,354
70	96,314	87,598	77,241	70,000	84,075	66,160	28,354
75	103,194	93,855	88,276	70,000	90,080	75,612	28,354
80	110,074	100,112	88,276	70,000	96,086	75,612	28,354
85	116,953	106,369	99,310	87,500	102,091	85,063	28,354
90	123,833	112,626	99,310	87,500	108,097	85,063	28,354
95	130,713	118,883	110,345	87,500	114,102	94,515	28,354
100	137,592	125,140	110,345	87,500	120,107	94,515	28,354
105	144,472	131,397	121,379	105,000	126,113	103,966	28,354
110	151,351	137,654	121,379	105,000	132,118	103,966	28,354
115	158,231	143,911	132,414	105,000	138,123	113,418	28,354
120	165,111	150,168	132,414	105,000	144,129	113,418	28,354
125	171,990	156,425	143,448	122,500	150,134	122,869	28,354
130	178,870	162,682	143,448	122,500	156,139	122,869	28,354
135	185,749	168,939	154,483	122,500	162,145	132,321	28,354
140	192,629	175,196	154,483	122,500	168,150	132,321	28,354

* Per truck rate only applies to the fleet size listed. Step function rates apply for fleets up to and included size listed (e.g., \$12,514 per 5 rate for fleet size 10 applies to fleet sizes 6-10)

Projected Licence Fees Based on Current Fleets

The following table compares the total licence fees paid by each trucking company based on their current fleet.

Company #	# Trucks	Per truck	Per 5	Per 10	Per 10	10 then per 5	20 then per 10	Per company
1	2	2,752	6,257	11,034	17,500	12,011	18,903	28,354
2	2	2,752	6,257	11,034	17,500	12,011	18,903	28,354
3	2	2,752	6,257	11,034	17,500	12,011	18,903	28,354
4	2	2,752	6,257	11,034	17,500	12,011	18,903	28,354
5	2	2,752	6,257	11,034	17,500	12,011	18,903	28,354
6	3	4,128	6,257	11,034	17,500	12,011	18,903	28,354
7	3	4,128	6,257	11,034	17,500	12,011	18,903	28,354
8	3	4,128	6,257	11,034	17,500	12,011	18,903	28,354
9	3	4,128	6,257	11,034	17,500	12,011	18,903	28,354
10	3	4,128	6,257	11,034	17,500	12,011	18,903	28,354
11	4	5,504	6,257	11,034	17,500	12,011	18,903	28,354
12	4	5,504	6,257	11,034	17,500	12,011	18,903	28,354
13	5	6,880	6,257	11,034	17,500	12,011	18,903	28,354
14	5	6,880	6,257	11,034	17,500	12,011	18,903	28,354
15	5	6,880	6,257	11,034	17,500	12,011	18,903	28,354
16	6	8,256	12,514	11,034	17,500	12,011	18,903	28,354
17	6	8,256	12,514	11,034	17,500	12,011	18,903	28,354
18	6	8,256	12,514	11,034	17,500	12,011	18,903	28,354
19	6	8,256	12,514	11,034	17,500	12,011	18,903	28,354
20	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
21	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
22	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
23	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
24	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
25	7	9,631	12,514	11,034	17,500	12,011	18,903	28,354
26	8	11,007	12,514	11,034	17,500	12,011	18,903	28,354
27	8	11,007	12,514	11,034	17,500	12,011	18,903	28,354
28	8	11,007	12,514	11,034	17,500	12,011	18,903	28,354
29	9	12,383	12,514	11,034	17,500	12,011	18,903	28,354
30	9	12,383	12,514	11,034	17,500	12,011	18,903	28,354
31	9	12,383	12,514	11,034	17,500	12,011	18,903	28,354
32	9	12,383	12,514	11,034	17,500	12,011	18,903	28,354
33	10	13,759	12,514	11,034	17,500	12,011	18,903	28,354
34	10	13,759	12,514	11,034	17,500	12,011	18,903	28,354
35	11	15,135	18,771	22,069	17,500	18,016	18,903	28,354
36	11	15,135	18,771	22,069	17,500	18,016	18,903	28,354
37	11	15,135	18,771	22,069	17,500	18,016	18,903	28,354
38	11	15,135	18,771	22,069	17,500	18,016	18,903	28,354
39	12	16,511	18,771	22,069	17,500	18,016	18,903	28,354
40	12	16,511	18,771	22,069	17,500	18,016	18,903	28,354
41	12	16,511	18,771	22,069	17,500	18,016	18,903	28,354
42	13	17,887	18,771	22,069	17,500	18,016	18,903	28,354
43	14	19,263	18,771	22,069	17,500	18,016	18,903	28,354
44	15	20,639	18,771	22,069	17,500	18,016	18,903	28,354
45	15	20,639	18,771	22,069	17,500	18,016	18,903	28,354
46	15	20,639	18,771	22,069	17,500	18,016	18,903	28,354
47	15	20,639	18,771	22,069	17,500	18,016	18,903	28,354
48	17	23,391	25,028	22,069	17,500	24,021	18,903	28,354
49	17	23,391	25,028	22,069	17,500	24,021	18,903	28,354
50	17	23,391	25,028	22,069	17,500	24,021	18,903	28,354
51	18	24,767	25,028	22,069	17,500	24,021	18,903	28,354
52	18	24,767	25,028	22,069	17,500	24,021	18,903	28,354
53	19	26,143	25,028	22,069	17,500	24,021	18,903	28,354
54	20	27,518	25,028	22,069	17,500	24,021	18,903	28,354
55	21	28,894	31,285	33,103	35,000	30,027	28,354	28,354
56	21	28,894	31,285	33,103	35,000	30,027	28,354	28,354
57	22	30,270	31,285	33,103	35,000	30,027	28,354	28,354
58	22	30,270	31,285	33,103	35,000	30,027	28,354	28,354

[illegible]

Licence Fees Per Truck

The following table compares the licence fee paid per truck paid by each trucking company based on their current fleet.

Company #	# Trucks	Per truck	Per 5	Per 10	Per 20	10 then per 5	20 then per 10	Per company
1	2	1,376	3,128	5,517	8,750	6,005	9,451	14,177
2	2	1,376	3,128	5,517	8,750	6,005	9,451	14,177
3	2	1,376	3,128	5,517	8,750	6,005	9,451	14,177
4	2	1,376	3,128	5,517	8,750	6,005	9,451	14,177
5	2	1,376	3,128	5,517	8,750	6,005	9,451	14,177
6	3	1,376	2,086	3,678	5,833	4,004	6,301	9,451
7	3	1,376	2,086	3,678	5,833	4,004	6,301	9,451
8	3	1,376	2,086	3,678	5,833	4,004	6,301	9,451
9	3	1,376	2,086	3,678	5,833	4,004	6,301	9,451
10	3	1,376	2,086	3,678	5,833	4,004	6,301	9,451
11	4	1,376	1,564	2,759	4,375	3,003	4,726	7,089
12	4	1,376	1,564	2,759	4,375	3,003	4,726	7,089
13	5	1,376	1,251	2,207	3,500	2,402	3,781	5,671
14	5	1,376	1,251	2,207	3,500	2,402	3,781	5,671
15	5	1,376	1,251	2,207	3,500	2,402	3,781	5,671
16	6	1,376	2,086	1,839	2,917	2,002	3,150	4,726
17	6	1,376	2,086	1,839	2,917	2,002	3,150	4,726
18	6	1,376	2,086	1,839	2,917	2,002	3,150	4,726
19	6	1,376	2,086	1,839	2,917	2,002	3,150	4,726
20	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
21	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
22	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
23	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
24	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
25	7	1,376	1,788	1,576	2,500	1,716	2,700	4,051
26	8	1,376	1,564	1,379	2,188	1,501	2,363	3,544
27	8	1,376	1,564	1,379	2,188	1,501	2,363	3,544
28	8	1,376	1,564	1,379	2,188	1,501	2,363	3,544
29	9	1,376	1,390	1,226	1,944	1,335	2,100	3,150
30	9	1,376	1,390	1,226	1,944	1,335	2,100	3,150
31	9	1,376	1,390	1,226	1,944	1,335	2,100	3,150
32	9	1,376	1,390	1,226	1,944	1,335	2,100	3,150
33	10	1,376	1,251	1,103	1,750	1,201	1,890	2,835
34	10	1,376	1,251	1,103	1,750	1,201	1,890	2,835
35	11	1,376	1,706	2,006	1,591	1,638	1,718	2,578
36	11	1,376	1,706	2,006	1,591	1,638	1,718	2,578
37	11	1,376	1,706	2,006	1,591	1,638	1,718	2,578
38	11	1,376	1,706	2,006	1,591	1,638	1,718	2,578
39	12	1,376	1,564	1,839	1,458	1,501	1,575	2,363
40	12	1,376	1,564	1,839	1,458	1,501	1,575	2,363
41	12	1,376	1,564	1,839	1,458	1,501	1,575	2,363
42	13	1,376	1,444	1,698	1,346	1,386	1,454	2,181
43	14	1,376	1,341	1,576	1,250	1,287	1,350	2,025
44	15	1,376	1,251	1,471	1,167	1,201	1,260	1,890
45	15	1,376	1,251	1,471	1,167	1,201	1,260	1,890
46	15	1,376	1,251	1,471	1,167	1,201	1,260	1,890
47	15	1,376	1,251	1,471	1,167	1,201	1,260	1,890
48	17	1,376	1,472	1,298	1,029	1,413	1,112	1,668
49	17	1,376	1,472	1,298	1,029	1,413	1,112	1,668
50	17	1,376	1,472	1,298	1,029	1,413	1,112	1,668

Company #	# Trucks	Per truck	Per 5	Per 10	Per 20	10 then per 5	20 then per 10	Per company
51	18	1,376	1,390	1,226	972	1,335	1,050	1,575
52	18	1,376	1,390	1,226	972	1,335	1,050	1,575
53	19	1,376	1,317	1,162	921	1,264	995	1,492
54	20	1,376	1,251	1,103	875	1,201	945	1,418
55	21	1,376	1,490	1,576	1,667	1,430	1,350	1,350
56	21	1,376	1,490	1,576	1,667	1,430	1,350	1,350
57	22	1,376	1,422	1,505	1,591	1,365	1,289	1,289
58	22	1,376	1,422	1,505	1,591	1,365	1,289	1,289
59	22	1,376	1,422	1,505	1,591	1,365	1,289	1,289
60	23	1,376	1,360	1,439	1,522	1,306	1,233	1,233
61	23	1,376	1,360	1,439	1,522	1,306	1,233	1,233
62	24	1,376	1,304	1,379	1,458	1,251	1,181	1,181
63	25	1,376	1,251	1,324	1,400	1,201	1,134	1,134
64	25	1,376	1,251	1,324	1,400	1,201	1,134	1,134
65	25	1,376	1,251	1,324	1,400	1,201	1,134	1,134
66	27	1,376	1,390	1,226	1,296	1,335	1,050	1,050
67	29	1,376	1,295	1,141	1,207	1,242	978	978
68	37	1,376	1,353	1,193	946	1,298	1,022	766
69	42	1,376	1,341	1,314	1,250	1,287	1,125	675
70	45	1,376	1,251	1,226	1,167	1,201	1,050	630
71	45	1,376	1,251	1,226	1,167	1,201	1,050	630
72	46	1,376	1,360	1,199	1,141	1,306	1,027	616
73	55	1,376	1,251	1,204	955	1,201	1,031	516
74	70	1,376	1,251	1,103	1,000	1,201	945	405
75	74	1,376	1,268	1,193	946	1,217	1,022	383
76	92	1,376	1,292	1,199	951	1,240	1,027	308
77	93	1,376	1,278	1,187	941	1,227	1,016	305
78	101	1,376	1,301	1,202	1,040	1,249	1,029	281
79	132	1,376	1,280	1,170	928	1,228	1,002	215

CTS Licence Electronic Logging Device Requirement

Amendments to the licence are being proposed to require licensees and their Related Persons to install on each truck a third-party certified ELD. The OBCCTC's ELD requirements will align with the Government of B.C.'s implementation of a provincial ELD mandate. Licensees and their Related Persons will be required to keep hours of service ELD records for the same length of time that licensees are required to keep other records.

This means that the hours of service ELD record keeping requirement of the licence (four years) will be **longer** than the National Safety Code, hours of service record keeping requirement (six months). This is to ensure that the OBCCTC has the ability to audit driver hours of service within a time period that is consistent with the record keeping requirements of the *Employment Standards Act* (four years).



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

CONTAINER TRUCKING SERVICES LICENCE

ISSUED BY:

British Columbia Container Trucking Commissioner
(“Commissioner”)

TO:

(“Licensee”)

Date of issuance: **December 1, 2020** _____, **20**

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

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

- Schedule 1: Conditions of Licence (Appendices A to E)
- Schedule 2: Sponsorship Agreement
- Schedule 3: Consent
- Schedule 4: Consent Forms Confirmation
- Schedule 5: Statutory Declaration

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

“**Container Trucking Legislation**” means the *Container Trucking Act* SBC 2014, chapter 28, 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 legislation;

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

“Container Trucking Contract” means an agreement, arrangement or understanding by which a Licensee is required to complete Container Trucking Services by transport of one or more Containers to a final point of delivery in accordance with the terms of the agreement, arrangement or understanding;

“Electronic Logging Device” or “ELD” means a device or technology that automatically records a Trucker’s driving time and facilitates the recording of the driver’s hours of service and that is certified as compliant by an accredited certification body for the purposes of Transport Canada’s Commercial Vehicle Drivers Hours of Service Regulations SOR/2005-313, as amended.

“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~~ and has the same meaning as ~~Owner Operator~~ owner operator, as the context requires;

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

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

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

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

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

“Marine Terminal” means one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. GRANT

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

3. TERM

3.1 The Term of this Licence is from the date it is issued to ~~November 30, 2022~~ **XX, 20XX**.

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~~ **compliance bond** or an ~~Irrevocable Letter~~ **irrevocable letter** of ~~Credit~~ **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 of the following once the Commissioner has made a final determination and the Licensee has failed to pay the amount owing within the specified time:

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

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

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

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

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

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

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

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

6. CONDITIONS OF LICENCE

Responsibilities of Licensee

6.1 This Licence is issued subject to all Conditions of Licence, ~~including the Conditions set out in Schedule 1, with which the~~. The Licensee must comply with all Conditions of Licence throughout the Term.

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

6.3 The Licensee ~~accepts and assumes legal responsibility~~ must not enter into any Subcontract for, and control over, Container Trucking Services with any party who is not a Related Person or a licensee.

6.4 ~~The Licensee must ensure that~~ all Truckers who provide Container Trucking Services ~~on behalf of the Licensee. The Licensee is responsible under any Container Trucking Contract or Subcontract for paying~~ Container Trucking Services are paid at least the minimum rates set by the Commissioner ~~to and without limiting the foregoing the Licensee must ensure that every Container Trucking Contract and Subcontract for Container Trucking Services is in writing and includes~~

~~6.3(a)~~ covenants that require that all Truckers be paid at least the minimum rates set out in 6.3, by the Commissioner, and

(b) a right to audit all payments made to Truckers.

~~6.4~~**6.5** The Licensee must register with the OBCCTC the Required Information set out in Appendix D to Schedule 1, including the information required regarding its Related Persons, and must maintain the currency of the Required Information as set out in Appendix D to Schedule 1.

Electronic Logging Devices

6.6 The Licensee must ensure that all trucks engaged in Container Trucking Services for the Licensee, including those of its Related Persons, are equipped with an ELD.

6.7 The Licensee must retain, and make available to the OBCCTC upon request, all data generated by the ELD in trucks engaged in Container Trucking Services for the Licensee, including those of its Related Persons, for four years after the date the data was created, and must not withhold, alter, or tamper with the ELD.

Access to Marine Terminals

~~6.5~~**6.8** The Licensee ~~is~~must be eligible to enter the Licence Area for the purposes of carrying out Container Trucking Services.

~~6.6~~**6.9** The Licensee ~~holds~~must hold a valid Port Pass and ~~is~~must be party to a valid Access Agreement.

Truck Tags

6.7—The Licensee ~~carries~~must not carry out on-dock Container Trucking Services ~~using only without a~~ Truck ~~Tags~~Tag allocated by the Commissioner on the conditions imposed by the Commissioner ~~or as reduced or increased by the Commissioner.~~

6.86.10 The Licensee must assign a Truck Tag to each truck performing on-dock Container Trucking Services.

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

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

Other

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

6.126.14 The Licensee ~~complies~~must comply with the terms of the Sponsorship Agreement attached as Schedule 2.

6.136.15 The Licensee must not directly 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.

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

6.156.17 The Licensee ~~takes~~must take all reasonable steps to ensure that every Trucker conducting Container Trucking Services on behalf of the Licensee, including those of its Related Persons, complies with all of the Conditions of Licence.

6.166.18 The Licensee ~~ensures~~must ensure that every Trucker who conducts Container Trucking Services on behalf of the Licensee or its Related Persons executes and delivers to the Licensee the consent form attached as Schedule 3, and the Licensee executes the consent forms confirmation form attached as Schedule 4.

6.176.19 The Licensee ~~provides~~must provide a copy of the Licence to Truckers who carry out Container Trucking Services on behalf of the Licensee or its Related Persons before those Truckers commence those services.

6.186.20 The Licensee ~~may~~must not assign or transfer this Licence or Truck Tags.

6.196.21 The Licensee ~~may~~must not receive by assignment or transfer a Licence or Truck Tags.

~~6.20~~**6.22** 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.

~~6.21~~**6.23** The Licensee ~~provides~~**must provide** the Commissioner with a Statutory Declaration from its principal or principals in the form attached as Schedule 5. The Commissioner may exempt the Licensee from referring to sanctions assessed against, 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, ~~or~~ on behalf of the Licensee, will be printed in English as follows:

Name: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

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

8. AMENDMENT, ADDITIONAL CONDITIONS, SUSPENSION AND TERMINATION

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

9. MISCELLANEOUS

9.1 The Schedules and Appendices form part of this Licence.

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

The British Columbia Container Trucking
Commissioner (or delegate)

SCHEDULE 1
CONDITIONS OF LICENCE

See attached Appendices:

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

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

APPENDIX A
Prohibited Practices

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

APPENDIX B

Equipment and Safety

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

APPENDIX C
Form of Security

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

APPENDIX D

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

RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

4. The Licensee must keep complete, accurate and up-to-date records of the following information for a period of four years after the date on which the records were created and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows regarding the Licensee, Related Persons, affiliates and successor companies:
- (a) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing the information set out in 4(b)-(k) below;
 - (b) a copy of the Licensee's current National Safety Council ("NSC") Safety Certificate;
 - (c) the Licensee's Carrier Profile as filed with the Ministry of Transportation and Infrastructure;
 - (d) the NSC and ICBC abstracts for the Licensee and all Truckers accessing the Licence Area and, if the Commissioner has, in its sole opinion, grounds of apprehension regarding the safety status, history and/or operating practices of the Licensee or its Truckers, the relevant NSC BC ID and access code. Provision of the access code shall be deemed to be authorization by the Licensee and/or the holder of the NSC for the Commissioner to access and review the information stored within the NSC system;
 - (e) corporate and company records of the Licensee, Related Persons, affiliates and successor companies;
 - (f) payroll records, as defined and required by ~~section~~sections 27 and 28 of the *Employment Standards Act*, RSBC 1996, c. 113, as amended, of the Licensee and Related Persons, affiliates and successor companies, and the following additional information:
 - i. ~~fuel~~ surcharges paid to the Trucker;
 - ii. payment of Wait Time Remuneration;
 - iii. hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
 - iv. benefits, if any, paid to the Trucker;
 - v. total Compensation, before taxes and any other deductions, paid to the Trucker;
 - vi. any deductions made from the Trucker's Compensation, and the reason for the deduction; and
 - (g) all Container Trucking Contracts and Subcontracts for Container Trucking Services evidencing that all Truckers engaged in Container Trucking Services for the Licensee or its Related Persons are being paid the regulated rates;
 - (h) ELD data/records in trucks engaged in Container Trucking Services for the Licensee and its Related Persons;
 - (g)(i) 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)~~(j) 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 any Related Persons or against a person, company, or entity that may be a substitution for, or a new corporate entity of either, and~~

(k) or an assignee of the Licensee, or a Related Person, affiliate or successor company, regarding non-payment of Compensation and Wait Time Remuneration to Truckers as prescribed pursuant to the Container Trucking Legislation and proof that the claim has been satisfactorily resolved; and

~~(l) confirmation that the Licensee retain records described in subsections (a) to (k) related to a person, company or entity that may be a substitution for, a new corporate entity of, or an assignee of the Licensee or a Related Person or successor company.~~

5. On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant (“CPA”) from an established accounting firm acceptable to the Commissioner confirming that the Licensee ~~has and each of its Related Persons has:~~

(a) duly made all source deductions and WCB submissions respecting a Trucker who is an Employee of the Licensee or any of its Related Persons 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 or any of its Related Persons; and

(d) paid all Truckers performing Container Trucking Services employed or retained by the Licensee or any of its Related Persons 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 or any of its Related Persons, Truckers conducting Container Trucking Services on behalf of the Licensee or its any of its Related Persons, and Approved Vehicles.

APPENDIX E

Payment of Compensation

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

SCHEDULE 2
SPONSORSHIP AGREEMENT

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

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

The Sponsor and the Sponsored IO acknowledge and agree that:

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

PLEASE NOTE:

Container Trucking Services Licence

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

SPONSORSHIP AGREEMENT

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

Dated this ____ day of _____, 20__.

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

SPONSORSHIP AGREEMENT

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

Port Pass Number	First Name	Middle Name	Last Name

SCHEDULE 3

CONSENT

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

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

Container Trucking Services Licence

Information, including any of my personal information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and

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

Dated this ____ day of _____, 20__

SIGNED & DELIVERED in the presence of:

Witness Name (Please print)

Witness Signature

Signature of Consenting Party

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

SCHEDULE 4

CONSENT FORMS CONFIRMATION

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

Duly Authorized Signatory of the Licensee

Dated the ____ day of _____, 20____.

SCHEDULE 5
STATUTORY DECLARATION

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

BETWEEN:

BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER

(the “Commissioner”)

AND:

(“Licence Applicant”)

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

DO SOLEMNLY DECLARE THAT:

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

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

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

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

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

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

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

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

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

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

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

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

DECLARED BEFORE ME at

_____, in the
Province of British Columbia, on this

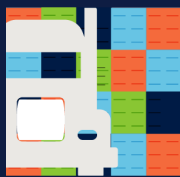
_____ day of _____, _____.

A Commissioner for taking affidavits for
British Columbia

Signature of Principal of Licence Applicant

Print Name

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



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER



1085 Cambie Street, Vancouver BC V6B 5L7

info@obcctc.ca

obcctc.ca

604-660-6051