



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

2024 CTS Licence Reform Proposed Changes

January, 2024



Table of Contents

Introduction	3
Consultation Process	3
Timeline for Consultation	3
Executive Summary	4
CTS Licence Changes.....	5
Off Dock Enforcement.....	5
Sponsorship Agreement.....	6
Terms and Conditions of Employment and Retainer of Truckers	8
Housekeeping.....	9
CONTAINER TRUCKING SERVICES LICENCE	10

Introduction

The Office of the Container Trucking Commissioner (“OBCCTC”) will be introducing a new Container Trucking Services Licence (“CTS Licence”) starting December 1, 2024.

The proposed changes are broken down into four categories:

1. Off-dock enforcement
2. Sponsorship Agreement
3. Terms and Conditions of Employment and Retainer of Truckers
4. Housekeeping

This consultation document includes a summary of the proposed changes and an annotated copy of the proposed CTS Licence.

Consultation Process

The consultation document is provided for stakeholder discussion and submissions. A final licence package will be issued following consultation.

The submission period is open until **February 26, 2024**. Submissions can be sent to the OBCCTC at registrar@obcctc.ca.

Submissions will be posted on the OBCCTC website.

Timeline for Consultation

Written submission period January 16 – February 26, 2024	The OBCCTC will invite stakeholders to submit their written submissions.
Consultation meetings with stakeholders March 11 – March 28, 2024	Stakeholders will be invited to meet with the Commissioner to discuss the licence amendments.
Final consultation report published April 18, 2024	The final consultation report will be published based on what was heard during consultation.

Executive Summary

The proposed changes to the CTS Licence are aligned with the purpose of the *Container Trucking Act* (“Act”) and the *Container Trucking Regulation* (“Regulation”) to bring about continued stability in the drayage sector.

Under the CTS Licence, it is proposed that licensees will be:

1. Off-Dock Enforcement

- Prohibited from co-operating in any manner with any non-licensee performing off-dock work within the Lower Mainland;
- Required to declare all Related Persons and Directing Mind performing container trucking services;
- Subject to using off-dock facilities only approved by the OBCCTC;
- Subject to providing GPS data on any untagged trucks.
- Required to display the OBCCTC Truck Tag and identify chassis.

2. Sponsorship Agreement

- Clearer criteria for cancellation of a sponsorship agreement;
- Ensuring only Truckers who own and operate the vehicle are eligible for sponsorship;
- Clarifying the responsibility of the Independent Operator (“I/O”) when hiring an Indirectly Employed Operator (“IEO”).

3. Terms and Conditions of Employment and Retainer of Truckers

- minimum pay requirements for Truckers

4. Housekeeping

- Removal of redundant and duplication of definitions;
- Addition of template language for Irrevocable Line of Credit (“ILOC”) and Security Bonds
- Clarifying practice on security/ILOC provisions;
- Updating privacy, consent and disclosure of information documentation;
- Updated Statutory Declaration to be consistent with the *Act* and *Regulation*;
- Clarifying the payroll records required to be kept for all Truckers.

Stakeholders are encouraged to review the proposed changes. A marked copy has been provided for ease of review.

Any proposed changes will be put into effect on December 1, 2024.

CTS Licence Changes

Off Dock Enforcement

Since the inception of the OBCCTC, the challenge of enforcing off-dock has been a persistent issue. Since 2022, changes to the CTS License, additional enforcement measures and introduction of the OBCCTC Truck Tag have contributed to the success of ensuring licensees only used tagged trucks and pay drivers the appropriate regulated rates.

The proposed changes to the CTS License are intended to enhance the enforcement ability of the OBCCTC and ensure a level playing field for every licensee.

Under Appendix A (f) – Prohibited Practices, the following language is proposed:

The Licensee must not cooperate in any way, directly or indirectly, with a non-licensee who performs unregulated off-dock container trucking services between facilities and locations within the Lower Mainland.

This language is intended to capture those licensees who work with non-licensees to avoid paying the regulated rates or using untagged trucks. This language would prohibit, but not limited to, loaning a chassis, sharing of dispatch services, or utilization of premises.

Under Appendix D (2) – Required Information

The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person of the Licensee who performs in part or in full container trucking services:

- (a) The Directing Mind for each Related Person(s)*
- (b) Shareholder Registry of Licensee*
- (c) a copy of the Business Corporate Summary of each Related Person*
- (d) identification of each Approved Vehicle directly or indirectly controlled by the Related Person*

This language is intended to ensure that the OBCCTC is aware of all Related Persons associated with the Licensee to ensure that it can track any sub-contracting out of work with related companies.

Under Section 5 – Conditions of Licence (new 5.24)

Access to Facility

The Licensee can only perform Container Trucking Services at a facility in the Lower Mainland approved by the Commissioner.

This language provides the Commissioner with the ability to work with off-dock facilities to ensure compliance with the *Act* and *Regulation* and prohibit licensees from using facilities that undermine the purpose of the *Act*. This will assist with ensuring greater off-dock enforcement.

Under Section 5 – Electronic Container Tracking Services

Upon the request of the Commissioner, the Licensee must ensure that all trucks owned or controlled by a Related Person and engaged in Container Trucking Services for the Licensee are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.

This language is intended to provide the OBCCTC to track untagged trucks that are used by the licensee or Related Person. Where applicable, the Commissioner may rely on this provision when there are concerns that untagged trucks may be performing container trucking services within the Lower Mainland. This information would be used to ensure compliance and prompt payment to drivers.

Under Appendix B – Equipment and Safety

- (d) that all Approved Vehicles used by the Licensee for Container Trucking Services are identified:*
 - (i) Display a Truck Tag on the approved truck to carry out Container Trucking Services.*
 - (ii) The Truck Tag cannot be tampered with, removed, exchanged, sold, purchased, altered, or destroyed.*
 - (iii) The Licensee must advise the OBCCTC of any damage to the truck tag or changes to the truck (i.e. removed from their fleet or requiring repairs taking longer than 10 days) or being replaced within in five (5) business days.*
- (e) That all chassis owned or leased by the licensee or Related Person be identified with a clearly visible unique identifier.*

This language is intended to assist the OBCCTC identify tagged trucks using the OBCCTC Truck Tag and clearly identifying the owners of the chassis as part of its off-dock enforcement.

Sponsorship Agreement

The purpose of the Sponsorship Agreement is to ensure that the Licensee and the Independent Operator (“I/O”) are aware of each other’s obligations and allow the OBCCTC to ensure compliance with the *Act*. The proposed changes are intended to clarify some of the practices and intent of the Independent Operators.

Under Schedule 2 – Sponsorship Agreement

- 1) The Sponsored I/O is an individual who currently holds a valid Port Pass;*
- 2) The Sponsored I/O is an individual who currently holds a valid Class 1 BC Driver’s License;*
- 3) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored I/Os Approved Vehicle;*

- 4) *The Sponsored I/O is on the I/O List held and administered by the OBCCTC;*
- 5) *The Sponsor requires the services of the Sponsored Independent Operator to perform container trucking services;*
- 6) *The Sponsored I/O performs container trucking services a majority of the time while providing container trucking services for the Sponsor.*

The purpose of these changes is to ensure the I/O was to be an operator of the vehicle who was to be provided with work. Since 2020, the OBCCTC has cancelled sponsorship agreements involving owners of vehicles who do not or no longer operate their vehicle.

Under Schedule 2 – Sponsorship Agreement (Termination of Sponsorship Agreement)

- 17) *The Sponsorship Agreement may immediately be terminated if any of the following occurs:*
 - a) *Sponsored I/O has not performed or is not expected to perform container trucking services for the Sponsor in a 45-day period.*
 - b) *Written resignation, layoff or termination of Sponsored I/O for any reason.*
 - c) *The Sponsored I/O is removed from the I/O List.*
 - d) *Sponsored I/O port pass is rescinded or not renewed.*
 - e) *The Sponsored I/O fails to produce or maintain the records for IEO's set out in Appendix 2 of the Sponsorship Agreement.*
 - f) *The Approved Vehicle is no longer leased or owned or used or able to be used for container trucking services by the Sponsored I/O.*
 - g) *The Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.*
 - h) *Withdrawal or suspension of truck tag by the Commissioner.*
 - i) *Suspension, cancellation, or expiry of the Term of the Sponsor's CTS Licence.*
 - j) *Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.*

There has also been a lack of clarity when a sponsorship agreement has been cancelled. In some cases, family members have continued with the sponsorship agreement upon the passing of the Trucker. In some cases, licensees have delayed the period when a truck tag becomes vacant and subject to withdrawal by reducing the work to the Independent Operator. This type of action results in Independent Operators losing work and hinders the ability of the OBCCTC to move the truck tag to another higher performing licensee. These changes will provide greater clarity and the ability of the OBCCTC to match drivers with work.

Under Schedule 2 – Sponsorship Agreement (Indirectly Employed Operator)

11. *The Sponsored I/O is entitled to hire one Indirectly Employed Operator ("IEO") as a relief driver under this Sponsorship Agreement.*
12. *IEO must be an employee of the Sponsored I/O and identified in the form attached as Appendix 1;*

13. *Sponsored I/O is required to pay the regulated Compensation for an IEO and maintain payroll records in accordance with Appendix 2.*
14. *The Sponsor or Sponsored I/O is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.*
15. *A Sponsored I/O is required to comply with the following:*
 - a. *remuneration requirements of the IEO as set out in the Container Trucking Act and Container Trucking Regulation and the Commissioner’s Rate Order;*
 - b. *the requirements set out in the Employment Standards Act RSBC 1996, c. 113 as amended;*
 - c. *update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;*
 - d. *provide the Commissioner upon request the required payroll records of the IEO as set out in Appendix D of the CTS Licence.*
 - e. *The Personal Information Protection Act as it related to the employment of an IEO.*
16. *The Sponsor will ensure that the Sponsored I/O carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.*

These changes reinforce the provisions of the *Act* and *Regulations* that require IEO’s to be employees of the I/O – not the licensee. The intent of the IEO is to be a relief driver, not a permanent replacement. As such, an Independent Operator who hires an IEO must maintain and produce payroll records on behalf of the IEO. Ultimately, if the Independent Operator fails to pay the IEO the regulated rate, the licensee will be responsible for paying the IEO directly.

Terms and Conditions of Employment and Retainer of Truckers

Section 18(2) of the *Container Trucking Act* permits the Commissioner to set the minimum terms and conditions of employment of Directly Employed Operators, Indirectly Employed Operators and employment or retainers of Independent Operators.

Under Schedule 6 – Minimum Daily Hours and Call Out

(1) if as required by Licensee a Trucker reports for work on any day, the Licensee must pay the Trucker for a minimum of 4 hours at the regular wage or the minimum call out set out in the Rate Order (whichever is applicable) whether or not the Trucker starts work, unless the Trucker is unfit to work or fails to comply with Part 2 of the [Workers Compensation Act](#), or a regulation under that Part.

This language would set out when a Trucker is entitled to a minimum call out or minimum daily hours as set out in the Rate Order. This should provide clarity to Truckers and Licensees when the minimum daily hours/call out should be paid.

Housekeeping

There are changes to the CTS Licence that are housekeeping in nature. Stakeholders are encouraged to read the proposed changes to ensure that they are understood or seek clarification.

The key changes involve the consent and privacy documents to ensure that all licensees and Truckers are informed about the sharing of their information. Licensees are reminded that they are responsible for ensuring they have taken the appropriate steps to inform their staff, customers, etc. in accordance with the relevant disclosure and privacy legislation.

Another change is the addition of the template language required for an Irrevocable Line of Credit (ILOC) or Security Bond.

Finally, the removal of redundant definitions and provisions that mirror the VFPA Access Agreement. These provisions remain in place but do not need to be replicated in the CTS Licence.



CONTAINER TRUCKING SERVICES LICENCE

CONTAINER TRUCKING SERVICES LICENCE

ISSUED BY:

British Columbia Container Trucking Commissioner

(“Commissioner”)

TO:

(“Licensee”)

Date of issuance: _____, 202~~4~~²

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: Licensee Consent

Schedule 4: ~~Consent Forms Confirmation~~ Sponsored Independent Operator Consent Form

Schedule 5: Related Persons

Schedule 6: Terms and Conditions of Truckers Employment and Retainer

Schedule ~~7~~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 Marine Terminals ~~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~~ and Position Movement Rate as those terms are defined by the Container Trucking Legislation;

“**Conditions of Licence**” means the conditions set out in section 0 and Schedule 1;

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

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

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

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

~~“Directing Mind” means the individual who controls the actions of the container trucking services business or company.~~

“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~~

~~— by which a trailer described in paragraph (a) is or may be drawn;~~

~~— by which must hold a valid Class 1 BC Driver’s License;~~

~~— by which must hold a valid Port Pass;~~

~~(b) — by which must be on the Commissioner's I/O List~~

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

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

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

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

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

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

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

~~(a) — Centerm;~~

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

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

~~**“OBCCTC Tag”** means the tag affixed to a truck owned by the Office of the BC Container Trucking Commissioner~~

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

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

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

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

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

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

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

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

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

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

“**Truck Tag**” means ~~an truck allocation~~ OBCCTC decal affixed to a truck 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, 2026**.

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

4. FEES

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

5. SECURITY

~~5.1~~—The Licensee shall provide the Commissioner with Security in the form of a compliance bond or an irrevocable letter of credit or in another form acceptable to the Commissioner, at least ten (10) business days prior to the commencement of the Term and in a form and content satisfactory to the Commissioner and in accordance with the requirements of the Container

Trucking Legislation and in favour of the Commissioner and ~~Her Majesty the Queen~~ His Majesty the King 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~~ number of Truck Tags approved to undertake Container Trucking Services under this Licence increases.

~~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:~~

5.1

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

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

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

5.4 If the entire Security, or any portion thereof, is realized by the Commissioner as aforesaid, then the Licensee shall, upon written demand of the Commissioner, re-establish the Security in an amount as directed by the Commissioner within five (5) business days after receipt of such demand. The Licensee shall maintain the Security in force and effect until the expiry or termination of the Licence. Failure to meet this requirement constitutes a default under this Licence.

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

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

- 5.7 Despite any term of this Licence, the format, terms and conditions, execution and identification of the Licensee on the Security, as applicable, may be modified as required by the Licensee and to the satisfaction of the Licensee and the Commissioner, only to the extent necessary to reflect the structure or identity of the Licensee.
- 5.8 The Licensee agrees that the Commissioner may release to the issuer of the Security any information the Commissioner obtains in relation to the Commissioner’s final determination in section 5.2.

6. CONDITIONS OF LICENCE

Responsibilities of Licensee

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

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

6.2 The Licensee must not enter into any Subcontract for Container Trucking Services with any party who is not a Licensee.

~~6.3~~

6.46.3 The Licensee must register with the OBCCTC the Required Information set out in Part A of Appendix D to Schedule 1 and must maintain the currency of the Required Information set out in Part B Appendix D to Schedule 1.

6.56.4 Upon the expiration, termination, cancellation or surrender of the Licence, the former Licensee remains subject to the record-keeping obligations set out in the Licence and must retain and preserve all records set out in Appendix D to Schedule 1 for a period of four (4) years from the date of the expiration, termination, cancellation or surrender.

6.5 Upon the expiration, termination, cancellation or surrender of the Licence, the former Licensee remains subject to the Security provisions set out in Section 5 for a period of one (1) year from the date of the expiration, termination, cancellation or surrender.

6.6 Upon the commencement of an audit or investigation, the Licensee must retain and preserve all records set out in Appendix D to Schedule 1 and may not dispose of any records until advised that it may do so by the OBCCTC.

Electronic Container Trucking Services Tracking

6.7 The Licensee must ensure that all trucks engaged in Container Trucking Services ~~for the Licensee~~ are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.

6.8 Upon the request of the Commissioner, the Licensee must ensure that all trucks owned or

controlled by a Related Person and engaged in Container Trucking Services for the Licensee are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.

6.86.9 The Licensee must retain, and make available to the OBCCTC upon request, all data generated by the electronic device in all trucks engaged in Container Trucking Services for the Licensee for four years after the date the data was created.

6.96.10 The Licensee must not withhold, alter, or tamper with the electronic devices or data.

Electronic Payroll and Wage Statements

6.106.11 The Licensee must ensure that payroll records and wage statements for all drivers performing Container Trucking Services are created and maintained electronically.

6.116.12 The Licensee must retain, and make available to the OBCCTC upon request, all payroll records and wage statements for all drivers engaged in Container Trucking Services for the Licensee for four years after the date the payroll record or wage statement was generated.

6.126.13 The Licensee must not withhold, alter, or tamper with the electronic payroll records or wage statements.

Access to Marine Terminals

6.136.14 The Licensee must be eligible to enter the Marine Terminals License Area for the purposes of carrying out Container Trucking Services.

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

Access to Facilities

6.156.16 The Licensee can only perform Container Trucking Services at a facility in the Lower Mainland approved by the Commissioner.

Truck Tags

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

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

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

~~6.19~~6.20 The Commissioner reserves to his or her entire discretion the determination of the number of Truck Tags allocated to the Licence and may reduce or increase the number of Truck Tags allocated to the Licence over the Term.

Other

~~6.20~~6.21 The Licensee must comply with all applicable Laws, Orders, and safety and security requirements of the Commissioner.

~~6.21~~6.22 The Licensee must comply with the terms of the Sponsorship Agreement attached as Schedule 2.

6.23 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 in accordance with any requirements set by the Commissioner.

~~6.22~~ The Licensee is not an Independent Operator.

~~6.23~~ The Licensee must comply with the reservation system and any other systems established by the Vancouver Fraser Port Authority or terminal operator and adopted by the Vancouver Fraser Port Authority.

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

6.25 The Licensee must ensure that every ~~Trucker~~ Independent Operator who conducts Container Trucking Services on behalf of the Licensee executes and delivers to the ~~Licensee~~ OBCCTC the consent form attached as Schedule ~~43~~, and the Licensee must execute the consent forms confirmation form attached as Schedule 4.

~~6.26~~ The Licensee must provide a copy of the Licence to Truckers who carry out Container Trucking Services on behalf of the Licensee before those Truckers commence those services.

~~6.27~~6.26 The Licensee must not assign or transfer this Licence or Truck Tags.

~~6.28~~6.27 The Licensee must not receive by assignment or transfer a Licence or Truck Tags.

~~6.29~~6.28 Unless the Commissioner expressly consents, in advance, 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 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 ~~D~~irecting ~~M~~ind of the Licensee.

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

6.30 Any term, condition or provision of this Licence is found to be invalid, illegal or incapable of being enforced by a rule of law or public policy, all remaining terms, conditions and provisions shall be considered severable and shall remain in full force and effect.

~~6.30~~6.31 Failure to disclose in the Licence Application or the misrepresentation therein of any and every fact which is material to the Licence Application or to the Licence shall render the Licence voidable by the Office of the BC Container Trucking Commissioner

7. CONTACT INFORMATION, REQUIRED INFORMATION LOCATIONS AND NOTICE

7.1 The Licensee must provide the Commissioner with at least one contact for all communication under this Licence, which contact information is set out in section 67.32

~~7.1~~7.2 The Licensee must provide the Commissioner in with a ~~physical~~street address of the place it mainly conducts its container trucking ~~se~~business in the Lower Mainland. No ~~Q~~ PO Boxes and advise in writing of any change of address within ten (10) business days prior to change.-

~~7.2~~7.3 The Licensee 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: _____
Position _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

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

7.5 Any correspondence to the Licence Contact shall be deemed received by the Commissioner if sent to any or all of the contact methods as set in the Rules and Procedures.

7.6 The physical locations in British Columbia where the Required Information is located and accessible:

Street Address
City
Postal Code
Contact Person

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. ~~In addition to any other conditions set out in the Act, Regulation, or CTS Licence, a~~ Licensee must not do or permit a Related Person to do any of the following:

1.

- (a) ~~require-permit~~ an Employee, Indirectly Employed Operator ~~–or~~ Independent Operator to have an ownership interest or a leasehold interest in Equipment in which the Licensee has an ownership interest or leasehold interest;
- (b) ~~require-permit~~ an Employee or Indirectly Employed Operator or Independent Operator 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-permit~~ a Trucker to rent, purchase or lease a Licensee’s Equipment.
- (l) require an Independent Operator or Indirectly Employed Operator to become a Directly Employed Operator of the Licensee;
- (e) require Directly Employed Operator to become an Independent Operator or Indirectly Employed Operator;
- (f) Remove, exchange, sell, purchase, alter or destroy a truck tag issued by the Commissioner.
- (g) misrepresent, or require or allow a Trucker to misrepresent, the time worked, the distance travelled or monies paid to the Trucker;
- (hg) pay Truckers by a method of Compensation that is a hybrid of per trip and hourly; ~~or~~
- (ih) 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.
- (j) The Licensee must not cooperate in any way, directly or indirectly, with a non-licensee who performs unregulated off-dock container trucking services between facilities and locations within the Lower Mainland.

APPENDIX B Equipment and Safety

1. A Licensee must ensure all of the following:
 - (a) that the Licensee conducts Container Trucking Services pursuant to this Licence using only Approved Vehicles;
 - (b) that all Approved Vehicles are maintained in good condition and repair;
 - (c) in addition to the above:
 - (i) that each Approved Vehicle is equipped, on the Vancouver Fraser Port Authority's request, with tracking and radio frequency equipment and other vehicle identification equipment approved by the Commissioner and 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:-
 - (iv) Display a Truck Tag on the approved truck to carry out Container Trucking Services.
 - (v) The Truck Tag cannot be tampered with, removed, exchanged, sold, purchased, altered, or destroyed.
 - (vi) The Licensee must advise the OBCCTC of any damage to the truck tag or changes to the truck (i.e. removed from their fleet or requiring repairs taking longer than 10 days) or being replaced within in five (5) business days.
 - (e) That all chassis owned or leased by the licensee or Related Person be identified with a clearly visible unique identifier.
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 the Canadian National Safety Code Certificate is suspended~~ ~~cancelled~~ or terminated, and if this occurs the Licensee must:

4(i) immediately cease the carrying out of Container Trucking Services.

APPENDIX C Form of Security

IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE: [month, date, year]

LETTER OF CREDIT NUMBER: [Issuer to insert number]

AMOUNT: \$ [insert amount] CAD

RE: Container Trucking Licence effective [insert effective date] to [insert expiry date] issued to [Insert name of company/ licensee] by the Commissioner under the *Container Trucking Act* S.B.C. 2014, c. 28, and any extensions of same (the “Licence”).

At the request of [insert full legal name of Issuer’s customer/Licence holder]

we, [insert name of financial institution issuing ILOC, branch, address in BC for notices and demands] (*note to the issuer: issuer must be a Canadian Chartered bank or British Columbia Credit Union with a branch in the lower mainland of B.C.*)
(the “Issuer”)

do hereby issue this Irrevocable Letter of Credit to guarantee payment on demand to HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE (the “Province”) and THE BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER (the “Commissioner”) (collectively referred to as the “Beneficiaries”) on the following Terms and Conditions:

1) This Irrevocable Letter of Credit becomes effective immediately and, subject to paragraph 2 of this Irrevocable Letter of Credit, shall remain in effect and may be drawn upon for up to 1 year after the expiry or termination of the Licence.

2) This Irrevocable Letter of Credit shall be automatically renewed for successive and consecutive periods of 12 months from the current and each future expiry date of the Licence without further documentation, until either:

- a) the Beneficiaries provide notice of release to the Issuer; or
- b) the Issuer provides notice of non-renewal to the Beneficiaries.

3) Any notice of release or non-renewal to have effect shall be provided to the other party in writing by courier or registered mail at least 90 days prior to the next effective expiration date of the Licence.

4) Presentation of sight drafts or letters of demand for payment to be made against this Irrevocable Letter of Credit shall be at the discretion of the Beneficiaries without requirement of further documentation, notice or prejudice to the rights of any party.

5) We shall honour any demand(s) for payment signed by any one of the Beneficiaries, or representatives of the any one of the Beneficiaries, and delivered in person, by registered mail or by courier to the Issuer’s branch office reference above without inquiring as to whether you have the right as between yourselves and our said customer to make such a demand and without recognizing any claim(s) of our said customer or any other party.

7) Payment(s) shall be made payable to the Minister of Finance and shall be in the amount(s) specified in the demand, and partial and multiple drawings are permitted but shall not in the aggregate exceed the amount of this Irrevocable Letter of Credit as set out above.

8) We covenant to hold the Beneficiaries, their employees, agents and representatives safe from any and all claims for costs or damages which may arise out of any act, error or omission related to the handling, storage or presentation of this irrevocable Letter of Credit.

Unless otherwise stated this credit is subject to the Uniform Customs and Practice for Documentary Credits Uniform Customs and Practice for Documentary Credits 2007 Revision, I.C.C. Publication Number 600.

Executed under Seal, this _____ day of _____, 20_____.

SEAL

Signature for the Issuer _____ Countersigned ~~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.~~

INSERT BOND COPY LANGUAGE

APPENDIX D Required Information

A. INFORMATION THAT MUST BE REGISTERED WITH THE OBCCTC

1. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Trucker (employee, sponsored Independent Operator ~~I/O~~ and indirectly employed operator) who performs Container Trucking Services on behalf of the Licensee:
 - (a) the Trucker's name, date of birth, telephone number and residential address;
 - (b) the nature of the employment relationship between the Licensee and the Trucker: directly employed operator or employee; ~~indirectly employed operator~~ or I/O Independent Operator; ~~indirectly employed operator or IEO~~;
 - (c) the Trucker's Valid Port Pass number and date of expiry;
 - (d) the date the Trucker first performed Container Trucking Services for the Licensee; and
 - (e) the type of remuneration for the Trucker (whether hourly or per trip).

2. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for every vehicle approved by the Commissioner and used to carry out, either directly or indirectly, Container Trucking Services on behalf of the Licensee:
 - (a) Title to the vehicle (vehicle ownership information);
 - (b) Vehicle Identification Number ("VIN");
 - (c) the license plate number of each vehicle allotted a Truck Tag under the Licensee's Licence;
 - (d) the name date of birth, telephone number and residential address and contact information for each Trucker driving that vehicle; and,
 - ~~(d)~~(e) The trucker's valid port pass number and date of expiry
 - ~~(e)~~(f) confirmation that there is an electronic Container Trucking Services tracking device or technology installed in the vehicle.

3. The Licensee must ensure that all of the information set out at 1 and 2 above is kept current and must report any changes to the OBCCTC within ten (10) business days of the change.

4. The Licensee must register with the OBCCTC in English and in the form the following information about the Licensee:
 - (a) The directing mind of the Licensee.
 - (b) a copy of the Business Summary of the Licensee (most recent currency date).
 - (c) identification of each Approved Vehicle directly or indirectly controlled by the Licensee.

5. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person of the Licensee who performs in part or in full container trucking services:

- (c) The Directing Mind for each Related Person(s)
- (d) Shareholder Registry of Licensee
- (b) a copy of the Business Corporate Summary of each Related Person
- (c) identification of each Approved Vehicle directly or indirectly controlled by the Related Person.

B. RECORDS THAT MUST BE MADE AVAILBLE UPON REQUEST

1.4. The Licensee must keep complete, accurate and up-to-date records of the following information for four (4) years and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows regarding the Licensee, Related Persons, affiliates and successor companies:

- (a) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing the information set out in 4(b)-(k) below;
- (b) a copy of the Licensee’s current National Safety Council (“NSC”) Safety Certificate;
- (c) the Licensee’s Carrier Profile as filed with the Ministry of Transportation and Infrastructure;
- (d) the NSC and ICBC abstracts for the Licensee and all Truckers accessing the Licence Area and, if the Commissioner has, in its sole opinion, grounds of apprehension regarding the safety status, history and/or operating practices of the Licensee or its Truckers, the relevant NSC BC ID and access code. Provision of the access code shall be deemed to be authorization by the Licensee and/or the holder of the NSC for the Commissioner to access and review the information stored within the NSC system;
- (e) corporate and company records of the Licensee, Related Persons, affiliates and successor companies;
- (f) electronic wage statements and electronic payroll records, ~~as defined and required by sections 27 and 28 of the Employment Standards Act, RSBC 1996, c. 113 (excerpted below), as amended,~~ of the Licensee and Related Persons, affiliates and successor companies, and the following additional information of the Licensee and Related Persons:

i. On every payday, an employer must give each Trucker a written wage statement for the pay period stating all of the following:

- (a) the employer's name and address;
 - (b) the hours worked by the employee;
 - (c) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (d) the Trucker's overtime wage rate;
 - (e) the hours worked by the Trucker at the overtime wage rate;
 - (f) any money, allowance or other payment the Trucker is entitled to;
 - (g) the amount of each deduction from the Trucker's wages and the purpose of each deduction;
 - (h) if the Trucker is paid other than by the hour or by salary, how the wages were calculated for the work the Trucker is paid for;
 - (i) the Trucker's gross and net wages;
 - (j) how much money the Trucker's has taken from the employee's time bank and how much remains.
- ii. For each employee, an employer must keep records of the following information:
 - (a) the Trucker's name, date of birth, occupation, telephone number and residential address;
 - (b) the date employment or retainer began;
 - (c) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (d) the hours worked by the Trucker on each day, regardless of whether the employee is paid on an hourly or other basis;
 - (e) the benefits paid to the Trucker by the employer;
 - (f) the Trucker's gross and net wages for each pay period;
 - (g) each deduction made from the Trucker's wages and the reason for it;
 - (h) the dates of the statutory holidays taken by the Trucker and the amounts paid by the employer;
 - (i) the dates of the annual vacation taken by the Trucker, the amounts paid by the employer and the days and amounts owing;

(j) how much money the Trucker has taken from the employee's time bank, how much remains, the amounts paid and dates taken.

- iii. fuel surcharges paid to the Trucker;
- iv. payment of Wait Time Remuneration;
- v. hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
- vi. benefits, if any, paid to the Trucker;
- vii. total Compensation, before taxes and any other deductions, paid to the Trucker;
- viii. any deductions made from the Trucker's Compensation, and the reason for the deduction; and
- ix. Electronic container trucking services tracking data as required by s. 6.7-6.9 of this Licence.
- x. records of the Licensee, Related Persons, affiliates and successor companies that pertain to engagement and remuneration of Truckers working in the container trucking industry;
- xi. 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;
- xii. a record of any claim made against the Licensee or against a person, company, or entity that may be a substitution for, or a new corporate entity of either,
- xiii. 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
- xiv. 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.

(g) (2) Payroll Records must

- i. be in English,
- ii. be kept at the employer's principal place of business in British

~~Columbia, and
be retained by the employer for 4 years after the date on which the
payroll records were created.~~

~~4.2.~~ On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant (“CPA”) from an established accounting firm acceptable to the Commissioner confirming that the Licensee has:

- (a) duly made all source deductions and WCB submissions respecting a Trucker who is an Employee of the Licensee within the meaning of the Employment Standards Act, RSBC, chapter 113, as amended;
- (b) not set off or deducted Business Costs from Wait Time Remuneration or Compensation owed to a Trucker pursuant to the Container Trucking Legislation;
- (c) not received, directly or indirectly, a financial set-off, commission or rate deduction or rebate from a Trucker employed or retained by the Licensee; and
- (d) paid all Truckers performing Container Trucking Services employed or retained by the Licensee in accordance with the covenants in this Licence and the Container Trucking Legislation.

~~5.3.~~ 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.

~~4. The Licensee acknowledges and agrees that it may be in default under this CTS License in the event the Licensee:~~

- ~~i. refuses to provide or not provide in a timely manner information reasonably requested by the Office of the BC Container Trucking Commissioner or by providing information that is false or incomplete.~~

~~Employment Standards Act, RSBC 1996, c. 113
Wage statements~~

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

- ~~(a) the employer's name and address;~~

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

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

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

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

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

Payroll records

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

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

~~reason for it;~~

~~(h) the dates of the statutory holidays taken by the employee and the amounts paid by the employer;~~

~~(i) the dates of the annual vacation taken by the employee, the amounts paid by the employer and the days and amounts owing;~~

~~(j) how much money the employee has taken from the employee's time bank, how much remains, the amounts paid and dates taken.~~

~~(2) Payroll records must~~

~~(a) be in English;~~

~~(b)(a) be kept at the employer's principal place of business in British Columbia, and~~

~~(c)(a) be retained by the employer for 4 years after the date on which the payroll records were created.~~

~~3. The Licensee acknowledges and agrees that it may be in default under this CTS License in the event the Licensee:~~

~~(a) refuses to provide or not provide in a timely manner information reasonably requested by the Office of the BC Container Trucking Commissioner or by providing information that is false or incomplete.~~

APPENDIX E

Payment of Compensation

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

SCHEDULE 2
SPONSORSHIP AGREEMENT

Name of Licensee Business Name (“Sponsor”):

Driver (“~~Name and Port Pass # of Sponsored Independent Operator~~”) ~~together with an eligible employee of the Sponsored Independent Operator, the “Sponsored IO”~~

Sponsored Independent Operator Driver Name:

Independent Operator Business Name (if any)

Telephone #:

Email:

Sponsored Independent Operator Port Pass #:

BC Class 1 Driver’s License #

Experience as Container Trucking Services Driver with any Licensee

Less than 2340 hours 2,340 hours or more

Vehicle

Owner of Approved Vehicle: (if leased, provide leasing company name)

Vehicle Identification Number:

Year, Make and Model:

OBCCTC Truck Tag Serial Number:

National Safety Code Number

Approved Vehicle part of Sponsored IO Fleet Insurance Plan (yes/no)

Payment Structure

Sponsored IO to be paid [] hourly or [] per trip.

Payroll Deductions (if any)

- Sponsor’s payment of fuel on behalf of Sponsored IO
- Sponsor’s payment of Approved Vehicle insurance on behalf of Sponsored IO

Pursuant to the Sponsor’s ~~application for an Access Agreement and a~~ Container Trucking Services Licence, the Sponsor and the Sponsored Independent Operator (“Sponsored IO”) hereby apply for Sponsorship.

~~The Sponsor and the Sponsored IO~~ acknowledge and agree that:

- ~~7) 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;~~
- ~~8) the Sponsorship will not be effective unless and until the Commissioner confirms his or her approval of same in writing;~~
- ~~9) 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;~~
- 7) The Sponsored IO is an individual who currently holds a valid Port Pass;
- 8) The Sponsored IO is an individual who n individual ~~person~~ currently holds a valid Class 1 BC Driver’s License;
- ~~9) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored IOs Approved Vehicle;~~
- 10) The Sponsored IO is on the I/O List held and administered by the OBCCTC;
- ~~11) The Sponsor requires the services of the Sponsored Independent Operator to perform container trucking services;~~
- ~~12) The Sponsored IO performs container trucking services a majority of the time while providing container trucking services for the Sponsor.~~
- ~~11) if the Sponsored IO uses the services of ~~another person to an~~ Indirectly Employed Operator (IEO) 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;~~
- ~~12) the Sponsored IO may not employ more than one ~~person-IEO~~ at a time to undertake Container Trucking Services or use the services of an IEO to replace a Sponsored IO longer than the term specified by the Commissioner in the Tag Policy;~~
- ~~13) The Sponsor and Sponsored IO agree the Payroll Deductions are the only non-statutory deductions that are permitted.~~
- ~~14) The Sponsor must provide the Sponsored IO an itemized listing of the expenses that match the Approved Deductions at the time of the deductions.~~
- ~~15) The Sponsored IO may cancel the Payroll Deductions upon 30 days written notice to the Sponsor.~~
- ~~13) all data respecting trucks must be provided in accordance with the Commissioner’s and the Vancouver Fraser Port Authority’s application processes;~~
- ~~14)16) 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~~IEO changes within five (5) business days of change;

Indirectly Employed Operator

- 17) The Sponsored IO is entitled to hire one IEO as a relief driver under this Sponsorship Agreement.
- 18) IEO must be an employee of the Sponsored IO and identified in the form attached as Appendix 1:
- 19) Sponsored IO is required to pay the regulated Compensation for an IEO and maintain payroll records in accordance with Appendix 2.
- 20) The Sponsor or Sponsored IO is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.
- 21) A Sponsored IO is required to comply with the following:
 - a. remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the Commissioner's Rate Order;
 - b. the requirements set out in the *Employment Standards Act* RSBC 1996, c. 113 as amended;
 - c. update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
 - d. provide the Commissioner upon request the required payroll records of the IEO as set out in Appendix D of the CTS Licence.
 - e. The *Personal Information Protection Act* as it related to the employment of an IEO.
- 22) The Sponsor will ensure that the Sponsored IO carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

Termination of Sponsorship Agreement

- 23) The Sponsorship Agreement may immediately be terminated if any of the following occurs:
 - a. Sponsored IO has not performed or is not expected to perform container trucking services for the Sponsor in a 45-day period.
 - b. Written resignation, layoff or termination of Sponsored IO for any reason.
 - c. The Sponsored IO is removed from the IO List.
 - d. Sponsored IO port pass is rescinded or not renewed.
 - e. The Sponsored IO fails to produce or maintain the records for IEO's set out in Appendix 2 of the Sponsorship Agreement.
 - f. The Approved Vehicle is no longer leased or owned or used or able to be used for container trucking services by the Sponsored IO.
 - g. The Sponsored IO is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.
 - h. Withdrawal or suspension of truck tag by the Commissioner.
 - i. Suspension, cancellation, or expiry of the Term of the Sponsor's CTS Licence.
 - j. Sponsor or the Sponsored IO attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.
- ~~15)24) E~~24) Either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner.

General Terms:

25) 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;

~~1)26) 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.

27) The Sponsored IO can only be a party to one sponsorship agreement at a time.

28) The Sponsorship Agreement cannot be bought, sold or transferred.

29) the Sponsorship Agreement will not be effective unless and until the Commissioner confirms his or her approval of same in writing.

~~PLEASE NOTE:~~

~~A) APPLICATIONS WILL NOT BE CONSIDERED UNLESS THE SPONSORED IO AND ANY PERSON EMPLOYED BY THE SPONSORED IO TO UNDERTAKE CONTAINER TRUCKING SERVICES HAS SUBMITTED TO THE SPONSOR A COMPLETED CONSENT TO DISCLOSE, IN THE FORM ATTACHED AS SCHEDULE 3 TO THE CONTAINER TRUCKING SERVICES LICENCE ISSUED TO THE SPONSOR;~~

~~B) NO ACTIONS TAKEN PURSUANT TO ANY OF THE SECTIONS ABOVE IMPACT ANY OF THE CONDITIONS OF THE ACCESS AGREEMENT;~~

SPONSORSHIP AGREEMENT

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

Dated this ___ day of _____, 20__.

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

SPONSORSHIP AGREEMENT

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

<u>Valid Port Pass Number</u>	First Name	Middle Name	Last Name	<u>Hours of experience with any Licensee</u>

<u>Address of IEO</u>			
<u>Home Address</u>	<u>City</u>	<u>Province</u>	<u>Postal Code</u>
<u>Contact information</u>	<u>Phone number</u>	<u>Cell phone</u>	<u>Other</u>

Appendix 2:

RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

1. The Sponsored IO 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:
 - (f) electronic wage statements and electronic payroll records of Indirectly Employed Operators, for all IEOs; and
 - (g) the following additional information:
 - a. hours worked and trips completed on each day by the IEO performing Container Trucking Services on behalf of the Sponsored IO;
 - b. benefits, if any, paid to the IEO;
 - c. total Compensation, before taxes and any other deductions, paid to the IEO;
 - d. any deductions made from the IEO, and the reason for the deduction.
 - e. Evidence of cancelled cheques or payment made to the IEO.

2. The Sponsored IO must pay the IEO the hourly rate set out in the Commissioner’s Rate Order at least semimonthly and within 8 days after the end of the pay period, and must pay to an IEO all wages earned by the IEO in a pay period.

Exerpt *Employment Standards Act*, RSBC 1996, c. 113

Wage statements

- 27 (1) On every payday, an employer must give each employee a written wage statement for the pay period stating all of the following:
- (k) the employer's name and address;
 - (l) the hours worked by the employee;
 - (m) the employee's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (n) the employee's overtime wage rate;
 - (o) the hours worked by the employee at the overtime wage rate;
 - (p) any money, allowance or other payment the employee is entitled to;
 - (q) the amount of each deduction from the employee's wages and the purpose of each deduction;
 - (r) if the employee is paid other than by the hour or by salary, how the

wages were calculated for the work the employee is paid for;

(s) the employee's gross and net wages;

(t) how much money the employee has taken from the employee's time bank and how much remains.

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

(a) confidential access to the electronic wage statement, and

(b) a means of making a paper copy of that wage statement.

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

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

Payroll records

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

(k) the employee's name, date of birth, occupation, telephone number and residential address;

(l) the date employment began;

(m) the employee's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;

(n) the hours worked by the employee on each day, regardless of whether the employee is paid on an hourly or other basis;

(o) the benefits paid to the employee by the employer;

(p) the employee's gross and net wages for each pay period;

Appendix 3:

DEFINITIONS

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

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

(h) 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

(i) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of this Licence,

“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;

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

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

“Directly Employed Operator” – means an individual who performs container trucking services and is an employee within the meaning or the *Employment Standards Act*, of a licensee:

“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,

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

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

(b) by which a trailer described in paragraph (a) is or may be drawn;

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

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

“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;

“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 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 Marine Terminal;

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

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

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

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

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

“Truck Tag” means a decal issued by the Commissioner.;

“Term” means the period of time set out in the Licence

SCHEDULE 3

LICENSEE CONSENT

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

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

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

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

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

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

I further agree:

a) that I have complied with the relevant privacy legislation and advised my employees, Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.

b) that I provided a copy and will provide a copy of the appropriate consent forms to all current and future Directly Employed Operators and Independent Operators and their Indirectly Employed Operators.

a)c) _____ 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)d) _____ that the ~~Authority-VFPA~~ 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

e)e) _____ that such third parties may share with the ~~Authority or~~ 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

SPONSORED INDEPENDENT OPERATOR CONSENT FORM

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

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

In order to perform container trucking services, and periodically during the term of the Sponsorship Agreement and Licence, the Sponsored IO must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Commissioner (the “Required Information”).

The Required Information is collected and may be used by and disclosed to the Commissioner, or His Majesty the King 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 order, and operational efficiencies within that industry, and ensuring compliance with the Act, and the regulations and orders of the Commissioner made under that Act (the “Purpose”).

I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the VFPA 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 VFPA and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the Act.

I further agree:

- d) that the Licensee has provided me with a copy of the Required Information set out in Appendix D of the CTS Licence (“Required Information”).
- e) to provide my personal information contained in the Required Information to the Licensee, the Commissioner or the Province as may be required or requested from time to time;
- f) that I have complied with the relevant privacy legislation and advised my employees (Indirectly Employed Operators), Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.
- g) that the Licensee may share any of my personal information provided by me or collected by me or the Licensee to the Commissioner
- h) that Commissioner may disclose to third parties the Required Information, including any of my personal, confidential, and commercial 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
- i) that such third parties may share with the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my activities and my operations, in respect of any breaches of the terms of the Sponsorship Agreement or Licence or any proposed or actual suspension, modification, or termination of the Sponsorship Agreement or Licence.

Dated this ____ day of _____, 20__

SIGNED & DELIVERED in the presence of:

Sponsored IO Signature

Witness Name (Please print)

Witness Signature

CONSENT FORMS CONFIRMATION

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

Name of Duly Authorized Signatory of the Licensee

Duly Authorized Signatory of the Licensee

Dated the ___ day of _____, 20____.

SCHEDULE 5
RELATED PERSONS

This is to confirm that _____ (Licensee Directing Mind), has reviewed the definition of Related Person set out in section 1 of the Licence and acknowledges that the following Related Person performs container trucking services within the Licence Area

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

-

Duly Authorized Signatory of the Licensee

Dated the _____ day of _____, 20____.

Schedule 6

Terms and Conditions of Truckers Employment and Retainer

In accordance with section 18(2)(b) of the *Container Trucking Act*, the following minimum terms and conditions of employment of Directly Employed Operators, Indirectly Employed Operators and employment or retainers of Independent Operators will be as follows:

Minimum daily hours and call out

(1) If as required by Licensee a Trucker reports for work on any day, the Licensee must pay the Trucker for a minimum of 4 hours at the regular wage or the minimum call out set out in the Rate Order (whichever is applicable) whether or not the Trucker starts work, unless the Trucker is unfit to work or fails to comply with Part 2 of the *Workers Compensation Act*, or a regulation under that Part.

SCHEDULE 75
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~~ the Directing Mind 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;~~

“**Directing Mind**” – the individual who controls the actions of the business or corporation.

“**Licence Applicant**” – the business or corporation applying for a license.

“**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;

“**Container Trucking Services Licence**” means any licence at any time issued by the Commissioner to perform container trucking services.

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

2. Pursuant to section 8(2)(b) of the Regulation, the applicant agrees that

- i. 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,
- ~~ii.~~ 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.
- ~~iii.~~ the applicant has not engaged in activity prohibited by the Regulation,
- ~~iv.~~ no related person, whether or not that related person exists at the time of the application, has engaged in any activity prohibited by this regulation, and
- ~~v.~~ the applicant is eligible to obtain access to all marine terminals if the applicant obtains a licence.

2.3. If any sanctions have been assessed by the Commissioner against the Licence Applicant or the Related Person under the Container Trucking Services Licence, the Licence Applicant or the Related Person has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws;

3.4. Failure to disclose in the Licence Application or the misrepresentation therein of any and every fact which is material to the Licence Application or to the Licence shall render the Licence voidable by the Office of the BC Container Trucking Commissioner.

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