

# ACT NO. 7451

BILL NO. 29-0377

## TWENTY-NINTH LEGISLATURE OF THE VIRGIN ISLANDS

Regular Session

2012

An Act granting an Exclusive Franchise to the East End Taxi Association, Inc. to operate all Public Taxicab Service from the Urman V. Fredericks Marine Terminal on the Island of St. Thomas

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*Be it enacted by the Legislature of the Virgin Islands:*

**SECTION 1.** (a) There is granted to the East End Taxi Association, Inc. (hereinafter referred to as the "franchisee") the exclusive right and franchise to operate all public taxicab service from the Urman V. Fredericks Marine Terminal ("terminal facility") on the Island of St. Thomas subject to the provisions of this Act.

(b) The franchisee shall have the non-exclusive right to ingress and egress over the highways and roadways leading to and from the Urman V. Fredericks Marine Terminal.

(c) This franchise shall be strictly construed and shall not include the right to conduct a motor vehicle rental (drive yourself) business, or any other business, concession or franchise not included in this Act by specification or by necessary implication from the rights conferred.

(d) All taxicabs lawfully engaged in the taxicab business in the Virgin Islands shall be permitted to enter the terminal facility for the purpose of unloading passengers. The franchisee shall have the exclusive right to provide public taxicab service from the said terminal facility.

(e) The franchisee is authorized to transport all persons from the terminal area except those departing by foot, privately owned motor vehicle where no fee is charged, by motor vehicle furnished by a concessionaire of a motor vehicle rental (drive yourself) business at the terminal facility, by a motor vehicle owned, operated or utilized by a tour agent in the transportation of passengers travelling on a prepaid or packaged tour, which has a minimum price of \$50 and includes either lodging or transportation on an ocean common carrier; provided that transportation from the terminal facility is part of the overall transportation arranged for in the prepaid or packaged tour.

(f) This franchise shall commence upon the first day of the month following the acceptance of this franchise and shall continue for a period of five years or until terminated by

the Virgin Islands Port Authority (hereinafter referred to as the Authority), pursuant to this Act; provided, however the franchise shall have the option to renew the franchise for an additional five year period subject to the provisions of this Act.

The franchisee shall pay the Authority for the benefit, use and possession of this franchise a sum which shall be negotiated and agreed to by and between the Authority and the franchisee within 60 days of the enactment of this Act. Such sum shall be due and payable in advance in monthly installments. If no consideration can be agreed to within said period, the Authority shall submit the franchise agreement to an independent arbitrator selected by the Authority, who shall determine the consideration for the initial period. The consideration for this franchise shall be subject to renegotiation every four years, provided such sum shall not be less than the consideration for the initial period, together with the Consumer Price Index as determined by the United States Department of Labor.

(g) The Virgin Islands Port Authority shall provide the franchisee with suitable office room and desk space for the franchisee's traffic manager, space for the loading of passengers and line space at the terminal facility for such taxicabs as it may desire, not to exceed 60 in number, to be utilized while such taxicabs are not in use between the hours of arrival and departure.

(h) The franchisee shall not make any alterations or additions to the premises, including the installation of any signs without first submitting plans and specifications for the proposed alterations or additions to the Authority and obtaining written approval of the same. The franchisee, its employees or drivers, shall not repair motor vehicles, store oil, gasoline, parts or accessories at the terminal facility, except for minor emergency repairs.

(i) The franchisee shall keep the office space in constant and good condition and repair and at the termination of this franchise shall return the premises in at least as good condition as received, reasonable wear and tear excepted. The franchisee shall comply with all written orders the Marine Manager posts related to fire prevention. The Authority shall provide garbage receptacles at the terminal facility in close proximity to the loading area to be utilized by the passengers and employees of the franchisee.

(j) The Authority may order the franchisee to remedy any inconvenience to other occupants of the terminal facility or the Authority caused by excessive noise, odor, heat, etc. Any remedial activity shall commence within 15 days after written notice is given by the Authority and must be completed within 30 days thereafter, unless satisfactory evidence is presented to show that the delay is occasioned by conditions beyond the control of the franchisee.

(k) The franchisee shall not assign, sublet or otherwise transfer in any manner any rights, duties, or responsibilities of this franchise.

(l) Any duly authorized representative of the Authority or the Federal Aviation Administration shall have the right to enter upon the premises at all reasonable hours for the purpose of making an inspection. Employees and agents of the Authority shall have the right to enter the premises for the purpose of performing any work necessary for the alteration or development of the terminal facility, or for the comfort and enjoyment of other occupants of the

terminal facility, including, but not limited to, the installation of electrical and plumbing material, in such manner as to not unduly interfere with the franchisee's operations.

(m) In the event the franchisee remains in possession of the premises after the expiration of this franchise as specified in subsection (f) of this section, it shall be deemed to be occupying the premises as a tenant month to month, subject to all applicable conditions, provisions and obligations of this franchise.

(n) Any waiver of any condition, provision or obligation of this franchise by the Authority shall not be construed as a waiver of a further breach of the condition, provision or obligation, the consent or approval of the Authority to the same, or any act of the franchisee which requires the consent or approval of the Authority.

(o) All personal property of any kind or description whatsoever located on the premises shall be there at the franchisee's sole risk, and the Authority shall not be liable for any damage to or loss of the same or damage or loss suffered by the business or occupation of the franchisee from any act, commission, or neglect of any occupants of the terminal facility. The Authority shall not be liable for any damages occasioned by or caused by an act of God.

(p) The franchisee shall indemnify, save and hold harmless the Authority and the Government of the Virgin Islands, its agents and employees, from any and all claims or damages of any kind or nature, which may be made against the same, due to personal injury or property damage resulting from the franchisee's use of the premises. To this end, the franchisee shall carry and maintain workmen's compensation insurance for all employees and public liability insurance. The public liability insurance policy shall be in an amount of not less than \$250,000 for any one person and \$1,000,000 for any accident. The Authority shall be named as a loss payee on such public liability insurance policy and the same shall not be cancelled or amended without 30 days' written notice to the Authority. All drivers utilized by the franchisee shall be insured by a public liability insurance policy which shall be in an amount of not less than \$10,000 for any one person, \$20,000 for any one accident and \$10,000 for property damage in any one accident. Within 30 days of acceptance of this franchise the franchisee shall provide the Authority written evidence of compliance with this subsection.

(q) The franchisee shall provide a variety of licensed taxicabs at the terminal facility, not less than 7 in number, on a daily basis prior to the arrival of all regularly scheduled vessels and upon 24 hour notice from the Marine Manager, for any irregular or unscheduled vessels arriving at the terminal facility sufficient to provide the general public with continuous uninterrupted service and as the public convenience may require. Such variety shall include sedans, station wagons, and 15 passenger vans. A reduction of the required number of taxicabs provided in this subsection may be made only with the written approval of the Authority. In the event of failure to comply with the requirements of this subsection or failure of the franchisee to provide prompt accommodation to any person seeking transportation, the franchisee upon written notice shall pay to the Authority the sum of \$50 for each violation. Such payment may be waived by written notice of the Authority, at its sole discretion if it is determined that such violation was beyond the control of the franchisee. The franchisee shall employ and assign a uniformed and trained taxicab dispatcher during all operating hours who shall be responsible for traffic control and processing persons requesting the service of the franchisee.



(s) The franchisee shall post at its expense within 15 days of acceptance of this franchise, a large conspicuous sign detailing the taxicab tariffs to the most frequently served destinations as designated by the Authority. The sign shall be approved by and installed as directed by the Marine Manager.

(t) The franchisee shall operate from the opening to the closing of the facility, seven days a week. Upon the timely written request of the Authority the franchisee shall extend its hours of operation to insure sufficient service to all vessels arrivals.

(u) The franchisee shall conduct its business and operations in such a manner as to expedite the departure of passengers from the terminal facility and to minimize confusion in the loading area. The franchisee shall provide a taxicab to any passenger requesting service regardless of the number of passengers or the destination of the passenger.

(v) The franchisee shall comply with all applicable Virgin Islands and federal laws, rules, regulations and orders, including rules and regulations which may be promulgated by the Authority, the Marine Manager, or the Virgin Islands Taxi Commission and shall pay all applicable fees, charges, licenses, permits and taxes necessary for the operation and maintenance of this franchise.

(w) The franchisee shall upon written request of the Authority furnish the Marine Manager on a monthly basis with a certified list of employees and drivers utilized by the franchisee in accordance with this franchise. Such list shall itemize the names of the owner and driver of each taxicab, the motor vehicle license plate number, and the company and serial number of the insurance policy covering each taxicab.

(x) The Authority may upon 30 days written notice to the franchisee terminate this franchise in the event that:

(1) The franchisee fails to pay in whole or in part any applicable fee, charge, license, permit or tax at the time such payment is due.

(2) The franchisee becomes insolvent, files an application or petition under any of the bankruptcy law of the United States, makes a general assignment of assets for the benefit of creditors, or any petition in bankruptcy or of reorganization is filed against the franchisee.

(3) The franchisee abandons or discontinues operation of the franchise for a period in excess of three consecutive days, except where the same is due to an act of God.

(4) The franchisee fails to comply with any condition, provision or obligation set forth in this franchise.

(5) The franchisee fails to comply with all applicable Virgin Islands and federal laws, rules, regulations or orders, including rules and regulations which may be promulgated by the Authority, the Marine Manager or the Virgin Islands Taxi Commission or correct any deficiency after written notice to the franchisee pursuant to subsection (j) herein.

(y) All notices sent or required to be sent pursuant to this franchise shall be by certified mail or personal delivery. The designated representative and the address of the Authority and the franchisee shall be filed with the Executive Director of the Authority.

(z) The franchisee in exercising any of the rights or privileges granted by this franchise shall not discriminate against any person on the grounds of race, color, age, national origin, sex, religion or disability in any manner whatsoever. The Authority shall take such action, as the Government of the Virgin Islands or United States may direct, to enforce this subsection.

(aa) This franchise is subject to the acceptance of the franchisee which acceptance shall be filed with the Authority and the Virgin Islands Taxi Commission within 60 days of the enactment of this Act.

(bb) If any provision of this franchise should be declared invalid by any court, the remaining parts or portions of this franchise shall remain in full force and effect.

**SECTION 2.** Title 20 Virgin Islands Code Section 401 is amended by designating the existing subsection (h) as (i) and inserting a new subsection (h) to read as follows:

“(h) Limousines are not considered automobiles for hire and are exempt from the jurisdiction or application of any rules and regulations implemented by the Virgin Islands Taxicab Commission.”

**SECTION 3.** Limousine service providers are exempt from complying with the provisions of any franchise agreements granted to taxi service providers at any Virgin Islands marine terminal or airport and has the right to transport passengers to and from any airport or marine terminal in the Virgin Islands.

Thus passed by the Legislature of the Virgin Islands on November 19, 2012

Witness our Hands and Seal of the Legislature of the Virgin Islands this 30<sup>th</sup> Day of November, A.D., 2012.



Handwritten signature of Ronald E. Russell in blue ink.

Ronald E. Russell  
President

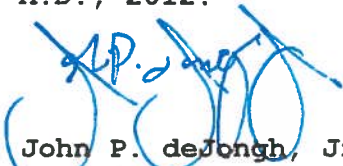
Handwritten signature of Samuel Sanes in blue ink.

Samuel Sanes  
Legislative Secretary



Bill No.29-0377 is hereby approved.

Witness my hand and the Seal of the  
Government of the United States  
Virgin Islands at Charlotte Amalie,  
St. Thomas, this 14th day of December  
A.D., 2012.

  
John P. deJongh, Jr.  
Governor