

TERMINAL TARIFF

**Rates, Charges, Rules and Regulations at Terminals and Facilities in the
Port of Corner Brook for Wharfage, Harbour Administration, Berthage,
Passenger Fees, Demurrage and Other Services Described Herein**

EFFECTIVE DATE: JANUARY 1, 2021

**CORNER BROOK PORT CORPORATION
Corner Brook, NL, Canada**

AMENDMENTS

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PREFACE

This document is prepared and issued by Corner Brook Port Corporation (hereinafter called the “Corporation”) and may be cited as the “Tariff Document” or “Tariff Notice.”

The Corporation was established on February 28, 2001. On November 19, 2004, the Port of Corner Brook was officially divested from Transport Canada to the Corporation. The Corporation is responsible for stewardship and maintenance of the divested assets, including the dock, transit shed and container yard. In addition to the commercial port facilities, the Corporation is responsible for the harbour area extending from Meadow’s Point on the North shore of the Bay of Islands to Cook’s Brook on the South shore.

Information regarding facilities, terms and conditions and fees, as provided in this Tariff Document, may be obtained at the Corporation office:

Corner Brook Port Corporation
P.O. Box 1165
61 Riverside Drive, Suite 201
Corner Brook, NL A2H 6T2
Tel. (709) 634-6600
Fax (709) 634-6620
E-mail: info@cornerbrookport.com
Web: www.cornebrookport.com

1.0 SCOPE

The scope of this Tariff Document applies to all marine terminal and associated operations under the control and responsibility of the Corporation doing business as the Corner Brook Port Corporation or the Port of Corner Brook. The provisions in this Tariff Document may be supplemented by separate rules and regulations for the Terminal as established by the Corporation (from time to time) as well as those applicable provisions of the Terminal’s federally approved Security Plan and the Corporation’s operations plan in force from time to time.

2.0 DEFINITIONS

In this Tariff Document the following terms shall have the following definitions:

- i) “berth” means a location at a Port Facility where a vessel may be moored;
- ii) “berthage charge” or dockage means a charge in respect of a vessel that is secured to or moored at or occupies a berth or part thereof or is fast to or tied up alongside any other vessel occupying a berth;
- iii) “bill of lading” means the bill of lading issued by the ocean carrier to distinguish a single shipment of goods or cargo carried by the vessel;
- iv) “cargo” means merchandise conveyed by a mode of transportation such as an ocean vessel;

- v) “CEO” or “Chief Executive Officer” means the Chief Executive Officer of the Corner Brook Port Corporation or designate;
- vi) “checking” means the service of counting and checking the cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same;
- vii) “container” means a freight container complying with ISO standards which has been designed for the carriage of goods and cargo by one or more modes of transport. Unless otherwise specified, this term refers to both empty and laden containers. All other containers will be considered as general cargo and subject to terms and conditions afforded to general cargo;
- viii) “Corporation” means the Corner Brook Port Corporation;
- ix) “day” means a period of twenty-four consecutive hours;
- x) “demurrage” or “wharf demurrage” means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless prior arrangements have been made for storage;
- xi) “float” means a floating structure designed for the mooring or berthing of vessels and includes a floating wharf;
- xii) “free time” means the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent discharge of such cargo on or off the vessel;
- xiii) “goods” means any cargo, including livestock or other animals, commodity, thing or product within the Harbour to be transported by ship, whether inbound or outbound, whether loaded, unloaded, stored or handled, whether containerized or not and whether carried under a bill of lading or not;
- xiv) “handling” means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship’s tackle.
- xv) “Harbour Administration Fee” means a fee assessed on a vessel that comes into or uses the Port of Corner Brook;
- xvi) “heavy lift” means a single unit exceeding 50 tonnes;
- xvii) “loading and unloading” means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility;
- xviii) “Operations Manager” shall mean the Operations Manager of the Corner Brook Port Corporation;
- xix) “owner” includes the agent, charterer by demise or master of a vessel;

- xx) "package" means and include any van or container in which cargo is consolidated or unitized by the carrier for transportation.
- xxi) "passenger" means all persons travelling onboard vessels, excluding the crew. Persons not listed in the crew list will be considered a passenger for the purpose of this Notice.
- xxii) "person(s)" shall mean vessels, agents, owners, masters, operators, and truckers and includes, but is not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations;
- xxiii) "point of rest" means that area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. All cargo must be placed at the designated point of rest. The Terminal Operator reserves the right, upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has the custody;
- xxiv) "Port Facility" means a wharf, pier, breakwater, terminal, warehouse, shed, yard, roadway or other building or work located in, on or adjacent to navigable waters used in connection with navigation or shipping and includes all land incidental to their use owned or occupied by the Corporation;
- xxv) "Port of Corner Brook" or "Port" includes the Port and Harbour of Corner Brook previously owned by the Government of Canada prior to November 20, 2004;
- xxvi) "Terminal" shall be held to mean those portions of the deep-water marine terminals owned and/or maintained by Corner Brook Port Corporation for public use;
- xxvii) "Terminal Operator" means the Corner Brook Port Corporation or other operator who has been designated by Corner Brook Port Corporation as the operator of the Port of Corner Brook, NL;
- xxviii) "terminal storage" means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made;
- xxix) "tonnage measurement certificate" means a certificate issued by a measurement authority recognized by Transport Canada that sets out the registered tonnage of a vessel;
- xxx) "tonne" or "ton" as used in this tariff, shall be held to mean one metric ton unless otherwise specified;
- xxxi) "Transfer Charge" means a charge in respect of goods transferred from one vessel to another vessel within the limits of the port;

- xxxii) “usage” means the use of terminal facility by any transportation carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified;
- xxxiii) “vessel” as used in this tariff, shall be held to mean floating craft of every description;
- xxxiv) “wharf” means any wharf that is owned or operated by the Corporation;
- xxxv) “wharfage” means a charge imposed in accordance with this Tariff Document in respect of all goods and goods in containers that are:
 - (i) Loaded or unloaded from a vessel at the Port Facility;
 - (ii) Unloaded overside from a vessel to water or loaded from water to vessel, landed from or placed in the water or loaded on or unloaded from a vehicle within the limits of the Port.

3.0 RATE APPLICABILITY

The rates, charges, rules and regulations set forth in this Tariff Document shall be applicable on and after the effective date of this Tariff Document (August 15th, 2015) (or the effective date of supplements or re-issues as noted therein). The provisions of this Tariff Document will apply to all Port Facilities of the Corporation located in Corner Brook, Newfoundland and Labrador, Canada, and the Port of Corner Brook.

4.0 INSPECTION OF CARGO

The Operations Manager, the Terminal Operator and its employees, representatives and agents may enter upon and inspect any vessel in berth at its Terminal to determine the kind and quantity of cargo thereon, and no person or persons shall hinder, molest, delay, obstruct or otherwise refuse the Operations Manager, the Terminal Operator or its employees, representatives and agents entrance upon such vessel for such purpose.

5.0 INSURANCE

The rates, charges, rules and regulations set forth in this Tariff Document, and the services offered or provided by the Terminal Operator at the Terminal and Port Facilities governed by this Tariff Document, do not include or provide insurance of any kind to vessels berthed at the Terminal (or the owners/operators thereof) or to others using the Terminal or Port Facilities. The Terminal Operator (and the Corporation, if different) shall have the right to request insurance certificates for various activities, operations, cargoes or passengers involving the Terminal and Port Facilities and to request that the Terminal Operator, the Corporation (if different) and any third party specified by the Corporation be named as additional insured(s) on such policies of insurance. The Terminal Operator or the Corporation may refuse berthing at the Terminal or other usage of Port Facilities in the event that evidence of insurance mandated by the Terminal Operator or the Corporation (if different) is not, for any reason, supplied upon request.

6.0 MOVEMENT OF VESSELS

Whenever necessary for the proper operation of the Port, the Operations Manager or the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved and all damage to such vessel (and to other vessels) or to Corner Brook Port Corporation property (or the property of any third party) during such removal shall be charged to the vessel and its owners, along with all costs for idle labor, crane(s) and equipment resulting from such delay. Vessels berthing at the Terminal shall, at all times, have on board sufficient personnel to immediately move said vessel in case of necessity for the protection of the vessel, the Terminal and/or other vessels or property.

7.0 OBJECTIONABLE CARGO

The Terminal Operator may, at its discretion, remove freight or other material which in its judgment may cause damage to other property to another location at the risk and expense of the owner.

8.0 DAMAGE TO PROPERTY

Vessels, their owners, agents, stevedores and all other users of the Terminals and Port Facilities shall be liable for any damage to said Terminal and Port Facilities caused by, connected with or in any manner resulting from their use of same. The Terminal Operator reserves the right to repair, contract for repair or otherwise cause to be repaired any and all damage to the Terminal, Port Facilities, utility and hoisting/shuttling equipment caused by vessels, their owners, agents, stevedores or other users of Terminals or Port Facilities and hold them responsible for the payment of same. Vessels found to have damaged any of the aforementioned properties, utilities or equipment may be detained by the Terminal Operator until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

9.0 PARKING

Representatives of a vessel and all persons having business with it (or with the Terminal) shall not be permitted to park vehicles on the premises without the express permission of the Terminal Operator. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by the Terminal Operator and shall be entirely at the risk of the owner and/or operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at the owner's and/or operator's risk and expense.

10.0 PAYMENT OF RATES AND CHARGES

The following provisions shall apply to those rates and charges set forth in this Tariff Document:

- i) Rates and charges shall become immediately due and payable upon presentation of an invoice, except as hereinafter specified.
- ii) Any Terminal user may apply for credit. Credit, which may be extended at the sole and absolute discretion of the Corporation, requires payment within twenty (20) days of the invoice date. Failure to pay credit accounts within twenty (20) days may result in cancellation of credit privileges and the re-establishment of cash terms. If payment is not received within thirty-five (35) days, the name of the responsible party may be placed on a delinquent list and such party may be denied further use of the Port Facilities until all

outstanding charges have been paid. Invoices not paid within twenty (20) days of the invoice date are subject to a one and one-half percent (1.5 %) service charge per month. The right is hereby reserved by the Corporation, in its sole and absolute discretion, to apply any payment received against the oldest outstanding invoice issued to the responsible party (including interest accrued thereupon).

- iii) The vessel or agent which arranges the berthing of a vessel agrees to guarantee and pay (unless the vessel or agent otherwise obtains the written agreement of the Corporation prior to the arrival of the vessel) all charges and fees which are assessed against the vessel or the agent in accordance with this Tariff Document. The Corporation may, at its discretion, require a deposit of sufficient funds in Canadian Dollars to cover all rates and charges anticipated to be incurred by the vessel or the agent. The Corporation further reserves the right to withhold delivery of any cargo until all accrued terminal rates and charges have been paid in full.
- iv) Accounts referred to an attorney or an agency for collection shall be subject to a Fifteen percent (15%) surcharge in addition to actual attorney's fees and disbursements, collection fees, court fees and costs and all other costs and expenses incurred. In addition to any other rights recognized by law, the right is reserved by the Corporation to withhold delivery of any goods on which rates and/or charges published in this Tariff Document are due and payable, until such time as the rates and/or charges are paid in full.
- v) The Corporation shall have a maritime lien upon the vessel, its cargo and freights for all unpaid rates and charges due the Corporation pursuant to this Tariff Document or otherwise.
- vi) The Corporation reserves the right to deny any party the use of any Terminal or Port Facility until all past due accounts are paid in full (including any accrued interest thereupon); and
- vii) Agents or representatives will be held fully responsible (both jointly and severally with their principals) for all rates and charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment or other chargeable items, in accordance with the rates and charges set forth in this Tariff Document (or as otherwise agreed upon with the Corporation in writing).

11.0 RESPONSIBILITY FOR LOSS OR DAMAGE

Notwithstanding any provision of this Tariff Document to the contrary, for the sole purpose of this Article 11, "Terminal Operator" shall mean and include the Corner Brook Port Corporation, any other operator who has been designated by the Corner Brook Port Corporation as the operator of the Port of Corner Brook, NL, their agents, servants, and employees as well as their contractors, subcontractors and delegates performing services related to the loading, unloading, stripping, stuffing, storage, movement or transporting of freight, cargo and containers at, to or from the Terminal.

The Terminal Operator shall not be liable for any loss, damage or injury to freight, cargo, containers, equipment, vessels or vehicles at the Terminal (including loss or damage caused by the use of the Terminal

Operator's equipment by an independent contractor), caused by or resulting from any cause whatsoever, other than loss, damage or injury caused by the sole negligence of the Terminal Operator. Further, in no event shall the Terminal Operator be liable for loss, damage or injury to freight, cargo, containers, equipment, vessels or vehicles at the Terminal unless written notice specifying the nature of the loss, damage or injury is given in writing before or at the time of the delivery of the goods into the custody of the person entitled to such delivery (in the event the loss, damage or injury could not be readily discovered with reasonable inspection by the person entitled to delivery of such goods, written notice must be given within ten (10) days of such delivery).

In no event shall the Terminal Operator be liable for any loss, damage or injury to freight, cargo or containers in an amount exceeding Five Hundred Dollars (\$500.00) per package or in respect of goods not shipped in packages, per customary freight unit, unless i) notice describing the nature of the goods and declaring a higher value is delivered to the Terminal Operator prior to commencement of any services by the Terminal Operator and ii) a charge in the amount of one percent (1%) of the declared value of each package or customary freight unit is paid to the Terminal Operator in addition to any other charges due. The Terminal Operator shall not be responsible for any loss or damage where the value of goods has been fraudulently misstated.

The Terminal Operator shall not be liable for any delay, loss or damage to freight, cargo, containers, equipment or vehicles at the terminal, or any other costs, expenses or losses (including demurrage) arising from strikes, work stoppages or other collective bargaining action.

12.0 REFUSE MATERIALS

Discarding rubbish, trash, refuse or any debris into slips, channels or on the Terminal is strictly prohibited. Violators who do not remove rubbish, trash, refuse or debris upon demand by the Operations Manager shall be charged with the expense of clean up and removal.

Rubbish, trash, refuse or other materials must, upon demand, be removed from the container marshaling yard, apron, or other areas within the confines of the facility by the person or persons placing it there (or responsible for same). Otherwise, such materials may be removed at the sole expense of the party responsible. No rubbish, trash, refuse or other material of any kind shall be dumped overboard from vessels or wharves by any person.

13.0 SHIPPER'S REQUESTS AND COMPLAINTS

Shipper's requests and complaints shall be promptly and fairly considered by the Corporation provided that it is submitted in writing to the Corporation at the address listed in this Tariff Document. When the action of the Corporation in response to a shipper's request or complaint requires tariff change, no such change will be retroactive under any circumstances.

14.0 SMOKING

Smoking is prohibited on the Terminal premises except at such locations thereof as may be designated by the Terminal Operator.

15.0 DANGEROUS AND HAZARDOUS CARGOES

Shipments of dangerous or hazardous cargoes moving via the Terminals must be documented, marked, labeled, and/or placarded according to the Canadian Department of Transportation (Transport Canada) and US Department of Transportation (DOT) Regulations (49 CFR parts 100-199 especially Part 172). Port users who offer hazardous materials for transportation are required to provide the following information:

- i) Complete shipper's name, address, and telephone number (in case of emergency);
- ii) Carrier's name and address;
- iii) Complete consignee's name and address, including the overseas port of destination on export shipments;
- iv) The proper shipping names. This means the technical name of the product involved as listed in the Regulations under Transport Canada and the US Code of Federal Regulations Title 49, Part 172.101;
- v) Hazardous class of material being shipped under federal definitions;
- vi) Quantity of the material, kinds and number of containers and individual weights or total weight;
- vii) Labels Required;
- viii) Shipper's certification is required per Federal Regulations. The exact wording shall be as follows:

"THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION." (This must be legibly signed);

- ix) Properly documented special instructions, exceptions, and exemption information, if required.

Neither Class 1 (explosive) nor Class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel.

Shippers of dangerous articles are required to comply with all of the above and present necessary permits from proper authorities, as well as obtain permission from the Terminal Operator, before such cargo shall be received on or transferred at the Terminal.

16.0 USE OF PREMISES

The use of the Terminal or any Port Facility by any person (including vessel operators, truckers, crew members of ships, passengers, spectators, officers or employees of persons using the facility) is conditional upon strict adherence to all applicable rules and regulations of the Canada Border Services Agency, the Environmental Protection Agency, Transport Canada, the Corporation and other Federal, Provincial, Municipal or other agency having jurisdiction. Vessels, their owners, agents, cargo interests and other responsible parties shall be held liable for all claims, losses, costs or expenses incurred by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed containers, or owing to defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel, its owners, agents, cargo interests or other parties, without regard to whether such omission(s) be intentional or accidental. Entry upon or docking at the Terminal or use of any Port Facility by any person

shall be regarded as constituting an agreement by such person to comply with said rules and regulations. Persons found NOT in full conformity with standards promulgated by the above-mentioned governmental agencies may be barred from the Terminal (and, if present at the Terminal when such non-compliance becomes apparent, may be required to immediately depart the Terminal). Use of the Terminal or use of any Port Facility shall be deemed as full acceptance of the terms and conditions of this Tariff Document.

17.0 BERTHAGE RULES

The following rules shall apply to all berthage at the Terminal:

- i) **Application for Berth Assignment:** All vessels desiring a berth at the Terminal shall, as far in advance of the date of docking as possible, make application in writing to the Operations Manager specifying the estimated date and time of arrival and sailing. The vessel shall furnish, at the earliest possible opportunity, and in any event, **not later than 12:00 noon prior to the posting of labor orders for the vessel**, a copy of the vessel's stowage plan, hatch list, inward and/or outward cargo manifest, list of reefer containers, list of dangerous cargo containers, list of damaged containers and list of containers and/or cargo requiring special handling. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly, as the result of a defective, inaccurate or incomplete report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.
- ii) **Notice of Release of Berth:** When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, written notice (in no event less than 24 hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Corporation reserves the right to assess against the vessel, owner and/or operator a dockage charge of **\$500.00**, and to use the berth for other purposes.
- iii) **Notice to Vacate Berth:** Vessels using the facility must agree to work continuously, using available cranes and equipment to the fullest extent possible. Vessels will leave the facility immediately upon completing discharge and loading/unloading operation unless special permission for a later departure is granted by the Terminal Operator. When a vessel is waiting to use a berth which is occupied by a vessel about to complete its operation, the terminal will give the vessel on berth advance notice to that effect and request the vessel to vacate the berth within thirty (30) minutes after completing its loading and/or unloading operation. Vessels failing or refusing to vacate the berth when requested to do so will be subject to a charge of **\$500.00** for each fifteen (15) minute period said berth is occupied and unavailable as a result of said failure or refusal.
- iv) **Vessels Docking Without Permission:** The Terminal was purpose-built to conform strictly with the prevailing commercial and ship requirements of ocean common carriers transporting break bulk and containerized general cargo in foreign or domestic waterborne trade; and are not equipped to adequately accommodate other types of vessels (particularly those designed to carry hazardous bulk liquid commodities in ship lot

quantities). Such vessels shall not be permitted to tie up at the pier without the explicit written approval of the Operations Manager (or his or her designate), except under declared emergency situations. Vessels, whether under load or in ballast, docking or making fast to the wharf without the express permission of the Terminal Operator will (pursuant to Article 17(ii) above) immediately be given notice to vacate the berth and a fine of \$2,000.00 shall automatically be assessed to the owner and/or operator thereof.

18.0 ACCESS TO TARIFF INFORMATION

Tariff information is available in paper copy by request or at www.cornerbrookport.com.

19.0 YEAR-ROUND OPERATION

The Port of Corner Brook is a year-round operated port based upon conditions of safe navigation, availability of ice-free shipping lanes, placement of navigation aids and recommendations and regulations as set forth by the Government of Canada. The Corporation does not conduct, or pay to secure, icebreaking services at the Port or in the Bay of Islands, Humber Arm, NL. If ice or adverse weather conditions limit operations, the Operations Manager shall advise applicants as to the availability of the berth and other facilities. Vessels entering the Port of Corner Brook do so at their own risk and in no circumstances shall the Corporation or the Terminal Operator (if different) be responsible for any loss, damage or delay resulting from ice conditions (or freezing) or the inaccessibility of the Port (or passage to or from the Port through the Bay of Islands, NL) due to ice or the lack of icebreaking activity at the Port and/or in the Bay of Islands, Humber Arm, NL.

20.0 SAFETY

All parties using the Terminals are required to observe and conform with any and all local, Provincial and Federal laws, ordinances, regulations and orders and shall remain responsible for any violation of said laws, ordinances, regulations and orders.

21.0 PROHIBITED CARGOES

The Terminal Operator shall determine what cargoes shall be deemed prohibited at Terminals based upon classification or type from time to time. In the event of a classification dispute, the decision of the CEO will be final.

22.0 DISCHARGING SEWAGE, GREY WATER, DIRTY BALLAST, OTHER

Pumping untreated sewage into the waters of the Bay of Islands, Humber Arm and the Port of Corner Brook is strictly prohibited by Federal and Provincial law. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the Operations Manager while berthed at Corporation's facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under Canadian Federal Standards are permitted only under the authority of the Operations Manager. In the event of a classification dispute, the decision of the CEO will be final.

23.0 FUELING WATERCRAFT

No gasoline distillates or other liquid petroleum products, other than lubricating oils may be stored, handled, dispensed, kept or used at the Terminals, except at such places and under such conditions as may be specifically designated by the Operations Manager.

Nothing herein shall prevent dispensing of such products at retail from barges to watercraft directly, provided such barges are moored at such places as the Operations Manager may indicate.

24.0 HARBOUR SECURITY

When in the sole judgment of the Operations Manager security officers are required, they shall be furnished at the expense of the vessel.

25.0 REMOVAL OF ABANDONED/OBJECTIONALBLE CARGO

The Terminal Operator reserves the right to move abandoned cargo and dispose of such cargo Thirty (30) days after notice to the vessel owner or agent and to as well as remove freight or other material which, in its sole and unfettered judgment, is likely to damage (or has the reasonable potential to damage) other property, to another location, all at the sole risk and expense of the owner.

26.0 RESPONSIBILITY FOR CLEANING TERMINAL

All vessels, their owners and agents, and all other users of the Terminal and any Port Facility shall be held responsible for cleaning of the Port Facilities and property which they have used. If such users do not properly clean the Port Facilities or property they have been used, the Operations Manager shall order the Port Facilities and/or property cleaned and bill the users responsible at cost plus twenty-five percent (25%).

27.0 TERMINAL NOT A PUBLIC THOROUGHFARE

The Terminals are not a public thoroughfare and all persons entering thereon do so at their own risk. No person shall enter upon the Terminals except:

- i) Such persons and their bona fide employees as may be authorized by law and permitted by the Operations Manager to engage in the activities for which the Terminal has been provided;
- ii) Duly authorized representatives, agents, or employees of the Terminal Operator (or its contractors);
- iii) Representatives, agents, or employees of local, Provincial, and Federal governments duly authorized by law to enter thereon; and
- iv) Other persons granted permission to enter thereon by the Operations Manager or the CEO.

The Operations Manager or the CEO may refuse admittance to the Terminal and require the removal from the premises of any person, for any reason whatsoever, in the sole and absolute discretion of the Operations Manager or the CEO.

28.0 LIABILITY OF VESSELS AND PERSONS USING THE TERMINAL

In the event any damage is done to any Port Facility, property or equipment at the Terminals, the person to whom the berthing is assigned (or by whom it is being used) and the master, owner, operator or agent of any watercraft, vehicle or instrumentality involved in such damage, shall make a full report to the Operations Manager, including date and hour damage occurred, names, addresses and descriptions of witnesses and other persons, watercraft or instrumentalities involved in the damage, and all other available facts and information.

All persons to whom any Port Facilities, property and/or equipment have been assigned shall be responsible and liable to the Corporation for any damage occurring to such Port Facilities, property or equipment during their occupancy and/or use, except damage caused by the sole negligence of the Terminal Operator, its officers, agents and employees.

29.0 STEVEDORING, LABOUR ARRANGEMENTS AND AGENCY

All stevedoring (loading, handling, or discharging of vessels, as well as line handling for the purposes of mooring or letting go of vessels) will be arranged by the vessel or its agent, subject to the rules and regulations of the Terminal Operator and the Corporation (if different). All work must be performed in a manner satisfactory to the Operations Manager in a safe and prudent manner, but in no event shall the Terminal Operator be responsible for the performance of such work or the management or supervision thereof (unless agreed to in writing). The stevedoring contractor must have been approved by the Corporation after paying the applicable Stevedoring Service Provider Licensing Fee set forth herein and having given satisfactory evidence of financial responsibility (including insurance) to cover potential liabilities for damage to cargo, property of the Terminal Operator (and the Corporation, if different) the Terminal, Port Facilities, vessels, property of others and personal injury and death.

30.0 LABOUR ARRANGEMENTS

The vessel or vessel's agent shall be responsible for arranging that labour it may require at its expense with the Terminal Operator as the authorized provider of labour. The Terminal Operator is responsible to provide a certificate of insurance for all labourers on an annual basis. The Corporation reserves the sole and unfettered discretion to refuse the usage of any labourer for any reason whatsoever (and without provision of the reason for such refusal).

31.0 INSPECTION OF RECORDS

The records of a vessel and its agent, stevedore and labour contractor shall be open to inspection by the Operations Manager at all reasonable times for the purpose of determining compliance with the provisions of this Tariff Document.

32.0 RATES AND CHARGES

Harbour Administration Fees

The Corporation charges a Harbour Administration Fee (hereinafter referred to as the “Harbour Administration Fee”), calculated in accordance with the *Notice of Harbour Administration Fees, Schedule A*, attached hereto, to a vessel for each harbour call. The Harbour Administration Fees apply in respect of all vessels that come into or use the Port of Corner Brook, with the exception of the following:

- (a) A Canadian warship, naval auxiliary ship or other ship under the command of the Canadian Forces, a ship of a visiting force within the meaning of the Visiting Forces Act or any other ship which is under the command of the Royal Canadian Mounted Police;
- (b) A vessel navigating through the Port of Corner Brook without stopping;
- (c) A vessel belonging to the Government of a foreign country and not ordinarily engaged in commercial operations;
- (d) A vessel belonging to Her Majesty in right of a province and not ordinarily engaged in commercial operations;
- (e) A vessel engaged solely in fishing, other than a trawler or steamship that trades in fish;
- (f) A vessel that is a pleasure craft not engaged in commercial operations;
- (g) A vessel entering the Port of Corner Brook for the purpose of refuge in case of storm or accident; or
- (h) A vessel exempted from the payment of such fees by a treaty between Canada and any foreign country.

The Harbour Administration Fees are due on demand, shall be paid to the Corporation (or its representative) pursuant to the terms and conditions of the invoice and are in addition to any other charges, fees, rates and tolls prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Where two registered gross tonnages are recorded on a tonnage measurement certificate, the greater of those tonnages shall apply for the purpose of this Notice.

Where the owner of a vessel is not able to produce a tonnage measurement certificate, the Terminal Operator may estimate the gross tonnage of that vessel and the gross tonnage so estimated shall be deemed the registered gross tonnage for the purpose of this Tariff Notice.

Berthage Fees

The Corporation charges a berthage fee (hereinafter referred to as the “Berthage Fee”), based on the physical size of a vessel when it utilizes a berth, as well as the vessel’s length of stay at the berth. The Berthage Fee also applies to vessels that are fast to or tied up alongside any other vessel occupying a berth.

The Berthage Fees apply in respect of all vessels that come into or use the Port of Corner Brook though the Corner Brook Port Corporation may, in its sole discretion, exempt a vessel using a Port Facility for the sole purpose of refuge in case of a storm or accident, provided that the vessel is not engaged in any commercial activity or repairs while at the berth and the berth was not booked prior to arrival from Berthage Fees.

Subject to the above permitted exemption, the Berthage Fee is binding on all vessels, including vessels owned by Her Majesty in right of any Province or by the government of any foreign country.

The owner and operator of the vessel will be charged the Berthage Fees which shall be calculated on the basis set out in Schedule B - *Notice of Berthage Charges*, in an amount determined by multiplying the registered overall length (LOA) of the vessel in metres by the relevant rate set out in the Schedule applicable to the description of the vessel. Berthage Fees will be calculated from the time when the first line is made fast to when the last line is cast off.

Berthage Fees are payable as follows:

- (a) Subject to (b), a Berthage Fee is payable in respect of a vessel only for the first time that vessel uses a given wharf in any one day; and
- (b) A Berthage Fee in respect of a vessel engaged in the coasting trade of Canada or in a ferry service for which a Berthage Fee is made is payable each time the vessel uses a wharf.

The Berthage Fees are due on demand, shall be paid to the Corporation pursuant to the terms and conditions of the invoice issued and are in addition to any other charges or fees prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

The Corporation (or its representative) reserves the right, in its sole discretion, to determine the length of any vessel that does not have a registered length and the length so determined shall be deemed to be the length of that vessel for the purpose of this Tariff Notice.

Passenger Fees

Passenger fees (hereinafter referred to as the “Passenger Fees”) are charged and imposed in respect of each passenger for the use of Port Facilities and property.

The Passenger Fees shall be calculated on the basis set out in Schedule C – *Notice of Passenger Tariff*, shall be payable by the owner and shall apply to each passenger embarking, disembarking, in-transit and/or docking overnight on a vessel on Corporation property.

The Passenger Fees are due on demand, shall be paid to the Corner Brook Port Corporation pursuant to the terms and conditions of the invoice and are in addition to any other charges prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Wharfage Fees and Transfer Fees

Wharfage fees and transfer fees (hereinafter referred to as the “Wharfage Fees” and the “Transfer Fees”) are imposed as a fee for cargo, goods and container handling.

Wharfage Fees and Transfer Fees apply in respect of all vessels and the goods carried on those vessels, including vessels owned by Her Majesty in right of any Province or by the government of any foreign country.

The Wharfage Fees and Transfer Fees set out in Schedule D – *Notice of Wharfage and Transfer Charges* are based on the weight or measurement of the cargo on a vessel and is variable by cargo type and/or commodity.

Wharfage Fees shall be calculated on the basis set out in Schedule D in an amount determined by multiplying the number of units of an item described in Column I, using the relevant unit basis set out in Column II, by the relevant rate set out on Column III. In the categories where Column II provides a unit measured on the basis of weight in tonnes and measurement in cubic meters, the fees shall be calculated on the basis of weight in tonnes or measurement in cubic meters, whichever yields the higher fee.

Transfer Fees shall be calculated at one half (1/2) the rate set out in the Schedule D and shall be calculated in the same manner as Wharfage Fees.

The Wharfage Fees and Transfer Fees prescribed by Schedule D are due on demand and shall be paid to the Corporation or its representative pursuant to the terms and conditions of the invoice issued.

Complete documentation, including bills of lading, in respect of inward and outward goods and/or goods in containers(s) of a vessel shall be provided by the person in charge of the vessel to the Terminal Operator at the Port Facility when requested.

The Corporation (or its representative) reserves the right to classify any goods and its decision in this regard shall be final and binding.

Service Fees

The Corporation reserves the right to charge further fees from time to time, including, but not limited to, the following:

i) **FRESH WATER**

Fresh water is available at the rates set out in Schedule E. Potable water is supplied from the municipal water supply and vessels are responsible for testing to ensure compliance with all applicable regulations and vessel requirements prior to connecting to the water supply. Upon 48 hours advanced notice, a water screening certificate can be requested from the City of Corner Brook, however, this certificate only attests as to the quality of the water on the date testing was completed (and not the date of supply). Neither the Terminal Operator or the Corporation (if different) shall be liable for loss, damage, or injury suffered by the vessel or any party through the

use or consumption of such water or the lack of availability of such water (due to water outage or otherwise).

The volume of water billed will be based on the metering device installed at the Terminal. Terminal staff will connect to the water supply, and the vessel's master will be responsible to ensure that ship's personnel monitor the hose and supply to the vessel on a continuous basis while the vessel is accepting water. All hoses shall be provided by the vessel. Fees for connecting and disconnecting to the water supply are set out in Schedule E.

ii) **SECURITY**

When in the sole judgment of the Operations Manager security officers are required, they shall be furnished at the expense of the vessel. The Operations Manager will determine the number of security officers required and the placement of security officers throughout the facility. In consultation with the Operations Manager, the Master of the Vessel may provide security staff at the gangway and/or the entrance to the secure area. Access to the vessel shall remain under the responsibility of the vessel, subject to the terms and conditions of this Tariff Document and all applicable rules and regulations of the Terminal (from time to time).

The Corporation, in its sole discretion, may waive Security Fees for cruise ships.

Rates for security services are set out in Schedule E.

iii) **CRANE RENTAL**

The fixed crane and the mobile harbour crane situate at the Port, when available, will be supplied with an operator provided by the Terminal Operator, and may only be operated by crane operators provided by the Terminal Operator and only within the unit's approved capacity. Crane operators shall be under the sole supervision of the Terminal Operator.

The Terminal Operator shall carry appropriate liability insurance naming the Corporation and any third party specified by the Corporation as an additional insured and shall indemnify the Corporation and any third party specified by the Corporation from all loss, damage, claims, demands or expenses of any kind arising from its/their use of the fixed crane, mobile crane and reach stackers.

The hourly rates for the rental of the fixed crane and the mobile crane are set out in Schedule E and are subject to change from time to time without notice.

iv) **STEVEDORING SERVICE PROVIDER LICENSING FEE**

An annual license fee as set out in Schedule E is charged for a contract stevedoring service provider. The Corporation reserves the sole and unfettered discretion to issue a license or contract to only one stevedoring service provider.

v) **TENDER USE**

A daily fee as set out in Schedule E will be charged for use of the tender landing berth of the Corporation (unlimited number of tender operations per anchored vessel).

vi) **HEAVY LIFT FEE**

A per vessel fee as set out in Schedule E will be charged for use of the heavy lift crane pad for any load greater than 50 tonnes.

vii) **DOCK USAGE FEE**

A daily fee as set out in Schedule E will be charged for use of the dock for activities such as, but not limited to, building components, or moving cargo. Dock usage fees are variable and will be negotiated with CBPC based on the nature of the usage.

viii) **STORAGE FEE**

A minimum fee as set out in Schedule E will be charged for storage at the port.

SCHEDULE A
NOTICE OF HARBOUR ADMINISTRATION FEES
EFFECTIVE JANUARY 1, 2021

	<u>Rate</u>
1. The charge payable for each entry of a vessel entering the Port of Corner Brook, <u>per gross registered tonne</u> is, in the case of a vessel:	
(a) used in the carriage of goods or passengers from a place in Canada to another place in Canada at the time it comes into the Port of Corner Brook, which is	\$ 0.037
i) registered in Canada, or	
ii) under the Coasting Trade Licence issued pursuant to the Coasting Trade Act	
(b) other than a vessel referred to in paragraphs (a) (i) or (ii).	\$ 0.074
2. The charge for a self - propelled vessel that ordinarily operates only within the limits of the Port of Corner Brook and that engages in commercial activity therein is, where the vessel is:	
(a) less than 100 GRT, payable once in each calendar year	\$ 107.89
(b) 100 GRT to 200 GRT, payable once in each calendar year	\$ 215.79
(c) greater than 200 GRT, payable once in each calendar year	\$ 431.60

SCHEDULE B
NOTICE OF BERTHAGE CHARGES
EFFECTIVE JANUARY 1, 2021

<u>Item</u>	<u>Description</u>	<u>Unit Basis</u>	<u>Rate</u>
1.	Berthage charge on a vessel, other than a vessel described in item 2, that is moored at a float		
(a)	Per day or part thereof	Metre of length	\$ 1.71
(b)	Per month	Metre of length	\$ 40.37
2.	Berthage charge on a licensed Canadian commercial fishing vessel that is moored at a float or elsewhere, or on a vessel not engaged in loading, unloading, or any other commercial activity that is moored elsewhere than at a float, per day or part thereof	Metre of length	\$ 0.59
3.	Berthage charge on a vessel that is loading or unloading or engaged in any other commercial activity elsewhere than at a float		
(a)	Per hour or part thereof	Metre of length	\$ 0.2182
(b)	Maximum per day	Metre of length	\$ 2.62
4.	Minimum berthage charges for a vessel described in any of items 1 to 3.	Per vessel	\$ 26.72

SCHEDULE C
NOTICE OF PASSENGER TARIFF
EFFECTIVE JANUARY 1, 2021

<u>Item</u>		<u>Tariff</u>
1. The passenger charges in respect of a continuous voyage:		
(a). For each adult	\$	7.85
(b). For each child (under 12 years of age)	\$	3.90
(c). For each vehicle	\$	11.25
2. The passenger charges in respect of voyages originating or terminating at our harbour:		
(a). For each adult	\$	22.50
(b). For each child (under 12 years of age)	\$	11.25
3. The passenger charges for tour boats operating on Authority property:		
(a). For each adult	\$	1.45
(b). For each child under age 12	\$	1.20

SCHEDULE D
NOTICE OF WHARFAGE AND TRANSFER CHARGES
EFFECTIVE: JANUARY 1, 2021

Item	Column I Basis	Column II Unit Basis	Column III Rate (in Dollars)
1	All goods not otherwise specified	tonne	\$ 3.20
		cubic meter	\$ 2.59
2	Automobiles, auto trailers, tractors, and other vehicles		
	1815 kg or under	each	\$ 9.00
	over 1815 kg to 2,275 kg	each	\$ 15.00
	Over 2,275 kg	tonne	\$ 3.75
3	Cement		
	(a) in bulk	tonne	\$ 1.14
	(b) in containers	tonne	\$ 1.53
4	Explosives	tonne	\$ 9.72
5	Fertilizer	tonne	\$ 1.14
6	Fish		
	(a) whole	tonne	\$ 0.50
	(b) cured	tonne	\$ 0.61
	(c) processed	tonne	\$ 0.72
7	Grain, grain products, hay	tonne	\$ 0.86
8	Livestock	each	\$ 1.78
9	Lumber and timber, except plywood	cubic metre	\$ 0.64
10	Metals, in ingots, pigs, blooms, bales, etc.	tonne	\$ 2.33
11	Motorcycles, snowmobiles, all terrain vehicles	each	\$ 3.00
12	Newsprint, wood pulp and basic or primary paper products	tonne	\$ 1.93

Item	Column I Basis	Column II Unit Basis	Column III (in Dollars)
13	Gasoline, petroleum products and other liquid		
	(a) gasoline		
	(i) in bulk	kilolitre	\$ 0.98
	(ii) not in bulk	205 litre drum	\$ 0.31
	(b) other petroleum products		
	(i) in bulk	kilolitre	\$ 1.31
	(ii) not in bulk	205 litre drum	\$ 0.55
	(c) all other liquid commodities		
	(i) in bulk	kilolitre	\$ 2.07
	(ii) not in bulk	205 litre drum	\$ 0.64
14	Ores, alum, barytes, sulphur, soda ash, calcium chloride	tonne	\$ 1.16
15	Ore concentrates	tonne	\$ 1.93
16	Plywood	tonne	\$ 2.24
17	Potatoes and root Vegetables	tonne	\$ 0.93
18	Pulpwood, firewood, in stacked cords	cubic metre	\$ 0.25
19	Salt		
	(a) for fish curing	tonne	\$ 0.50
	(b) for other purposes	tonne	\$ 1.04
20	Sand, stone, gravel, coal and coke	tonne	\$ 0.76
21	Scrap metals	tonne	\$ 2.54
22	Trucks, tractor-trailers, trailers, buses, in addition to the charge on contents	metre of length	\$ 2.24
23	Minimum charge	per shipment or consignment	\$ 1.13
24	Containers, 6 m in length and over, loaded, in addition to wharfage charges on their contents	each	\$ 38.32
25	Secondary fibre, waste Paper	tonne	\$ 1.61
26	Woodchips, sawdust	tonne (dry)	\$ 1.15
27	Water, in bulk	kilolitre	\$ 1.55
28	Sugar, raw or refined	tonne	\$ 1.21

SCHEDULE E
NOTICE OF WATER FEES, SECURITY, CRANE RENTAL,
LICENSING & OTHER CHARGES
EFFECTIVE: JANUARY 1, 2021

WATER FEES & CHARGES

Water Rate: \$1.50 per metric ton as determined by the metering device at Corner Brook Port

Water Connection Fees:

Regular hours – Monday to Friday 8:00 a.m. to 6:00 p.m.

Hook-up fee \$50.00; Dis-connect fee \$50.00

Labour charge: \$25.00 per hour

SECURITY

Security will be charged at the rate of \$27.00 per hour (premium may be applied for Security Services beyond regular hours – Monday to Friday 8:00 a.m. to 6:00 p.m.)

CRANE RENTAL RATES

Rental of crane without an operator:

The hourly charge for use of the crane shall be:

\$525 per hour or fraction thereof, two hours minimum

Rental of crane with an operator:

The hourly charge for use of the crane with an operator shall be:

\$625 per hour or fraction thereof, two hours minimum

STEVEDORING SERVICE LICENSE FEE

The annual license fee for a stevedoring service provider is \$400.

TENDER USE

A daily fee of \$1,000 per ship day will be charged for use of the tender landing berth, unlimited number of tender operations per anchored vessel.

HEAVY LIFT FEE

\$2,500 per vessel visit.

DOCK USAGE FEE

\$500 per day minimum fee, subject to review and approval by CBPC.

STORAGE FEE

A fee of \$3.85 per square metre per month or part thereof fee shall apply for storage at the port. A surcharge of 25% for winter storage may be added at the discretion of the Operations Manager or CEO.