



TARIFF

FOR

MARINE OPERATIONS

AND FACILITIES

EFFECTIVE APRIL 1, 2016

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CARGO OPERATIONS REGULATIONS

DEFINITIONS

CARGO: The term "cargo", except where specified otherwise by lease or written agreement, shall mean with respect to containerized cargo, the contents of the containers and the container itself, whether loaded or empty.

CHECKING: 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.

CONTAINER: The term "container" shall be held to mean all standard, permanent type containers 20' (feet) and over used for the movement of cargo as a unit. All other containers will be considered as general cargo and subject to terms and conditions afforded to general cargo.

DEMURRAGE (Wharf): 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.

BERTHAGE: Berthage means the charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel berthed.

FREE TIME: 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 to the discharge of such cargo on or off the vessel.

HANDLING: 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.

LOADING AND UNLOADING: 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.

MANAGER: Where the term "Manager" is used in this tariff it shall be held to mean, the NPA, the Terminal Operator, or designee, or the Harbour Master where appropriate.

POINT OF REST: 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.

RORO: The term "RoRo" or roll on - roll off, shall be held to mean wheeled cargo, other than automobiles and containers/trailers, which can be driven onto or off of a specially constructed vessel.

TERMINAL: The term "terminal" shall be held to mean those portions of the NPA marine terminals owned and/or maintained by the Port of Nanaimo for public use, including the Anchorages sites, Nanaimo Assembly Wharves, Duke Point Assembly Wharf, Duke Point Multi-use area.

TERMINAL OPERATOR: Where the term, "terminal operator" is used in this tariff it shall be held to mean the contracted operator, managing terminal operations on behalf of NPA.

CARGO OPERATIONS REGULATIONS

TERMINAL STORAGE: 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.

USAGE: Usage means the use of terminal facility by any rail 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.

VESSEL: When the term "vessel" is used in this tariff, it shall be held to mean floating craft of every description.

WHARFAGE: Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include any other service.

RULE NO. 1. SCOPE

The scope of this tariff applies to all marine terminals and associated operations under the control and responsibility of the Nanaimo Port Authority (NPA) doing business as the Port of Nanaimo, British Columbia, Canada. The provisions in this tariff may be supplemented by separate Rules and Regulations for the Terminal as established by the NPA as well as those applicable provisions of the Terminal's Federally Approved Security Plan and Operations Plan.

RULE NO. 2. APPLICATION OF RATES AND CHARGES

The provisions contained within this tariff are applicable to all piers, wharfs, sheds, yards, buildings, trackage, roadways, anchorages and all properties owned, administered, and/or operated by the NPA.

RULE NO. 3. RATE APPLICABILITY RULE

The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff, or the effective date of supplements, or re-issues. The provisions of this tariff will apply at the facilities and areas under the jurisdiction of the NPA located in Nanaimo, British Columbia, Canada.

RULE NO. 4. INSPECTION OF CARGO

The Terminal Operator 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 or refuse entrance upon such vessel for the purpose specified.

RULE NO. 5. INSURANCE

The rates, charges, rules/regulations named in this tariff, and the services offered or provided by the NPA at the terminals and facilities governed by this tariff do not include insurance of any kind. The terminal reserves the right to request insurance certificates for various activities, operations, cargoes or passengers involving the terminal and to request the terminal be additionally insured.

CARGO OPERATIONS REGULATIONS

RULE NO. 6. MOVEMENT OF VESSELS

Whenever necessary for the proper operation of the facility, the Corporation 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, damage to vessel or to NPA property during such removal, shall be charged to the vessel, along with all costs for idle labour, crane(s) and equipment resulting from such delay. Vessels berthing at the terminal shall, at all time, have on board sufficient personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

RULE NO. 7. OBJECTIONABLE CARGO

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

RULE NO. 8. DAMAGE TO PROPERTY

Vessels, their owners, agents and all other users of the terminals named herein shall be held liable for any damage to said facilities resulting from their use of same. The NPA reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages to docks, wharves, transit sheds, utilities and hoisting/shuttling equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Vessels found to have damaged any of the aforementioned properties; utilities or equipment may be detained by NPA until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

RULE NO. 9. PARKING

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

RULE NO. 10. PAYMENT OF CHARGES

- a. Charges of the NPA shall become due and payable upon presentation of invoice, except as hereinafter specified.
- b. Any terminal user doing business under this tariff may apply for credit. Credit, which is extended at the discretion of the Terminal Operator, requires payment within twenty days of the invoice date. Failure to pay credit accounts within thirty days shall result in cancellation of credit privileges and the reestablishment of cash terms. If payment is not received within forty-five days, the name of the responsible party will be placed on a delinquent list and such party shall be denied further use of the facility until all outstanding charges have been paid. **Invoices not paid within thirty days are subject to a one and one-half percent (1.5%) service charge per month.** The right is reserved by the Terminal Operator to apply any payment received against the oldest outstanding invoices.

CARGO OPERATIONS REGULATIONS

RULE NO. 10 PAYMENT OF CHARGES (Continued)

- c. The vessel or agent who arranges the berthing of a ship agrees to guarantee and pay (unless the vessel or agent otherwise notifies NPA in writing prior to the arrival of the ship), all terminal charges which are assessed against the vessel in accordance with the terms and conditions specified in this tariff. The terminal may, at its discretion, require a deposit of sufficient funds in Canadian Dollars to cover all charges, when the written guarantee for payment of such charges is not provided upon request, and/or where the steamship line, agent, person or persons involved are not on the approved credit list of the terminal - or if the parties representing such cargo or vessel have habitually been on the delinquent list. The Terminal Operator further reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.
- d. Accounts referred to an attorney or an agency for collection shall be subject to a 15 percent (15%) surcharge and additional court costs of incurred. In addition to any other rights recognized by law, the right is reserved by the Terminal Operator to withhold delivery of any goods, on which terminal charges published in this tariff are due and payable, until such time as these charges are paid in full.
- e. The Terminal Operator shall have a maritime lien upon the vessel, its cargo and freights for all unpaid charges due the Terminal Operator.
- f. The Terminal Operator reserves the right to deny anyone the use of any terminal until all past due accounts are paid.
- g. Agents or representatives will be held fully responsible for all charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment or other chargeable items, in accord with the rates therefore published in this tariff.

RULE NO. 11. PERSON(S)

The term person(s) as used in this tariff shall mean vessels, agents, owners, masters, operators, truckers, etc. It includes but is not limited to natural persons, artificial persons, corporations, partnerships, organizations and associations; to sovereigns, governments, nations, states, municipalities, and agents and/or instrumentalities thereof.

RULE NO. 12. REFUSE MATERIALS

Rubbish, refuse or other materials, must upon demand, be removed from the yard, apron, or other areas within the confines of the facility by the person or persons placing it there; otherwise it will be removed at the expense of the party responsible. **No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.**

RULE NO. 13. RESPONSIBILITY FOR LOSS OR DAMAGE

- a. Notwithstanding other provisions of this tariff to the contrary the following terms shall have the following meanings for purposes of this sub-rule:
 - i. "Terminal Operator" shall mean and include the NPA, its agents, servants, and employees as well as its 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.
 - ii. "Package" shall mean and include any van or container in which cargo is consolidated or unitized by the carrier for transportation.

CARGO OPERATIONS REGULATIONS

RULE NO. 13 RESPONSIBILITY FOR LOSS OR DAMAGE (Continued)

- b. The Terminal Operator shall not be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal, other than loss or damage caused by the negligence of the Terminal Operator. In no event shall the Terminal Operator be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal unless notice specifying the nature of the loss or damage is given in writing before or at the time of the delivery of the goods into the custody of the person entitled to delivery. In the event the loss or damage is not apparent, this notice must be given within ten (10) days of delivery. This notice in writing need not be given if the state of the goods has been the subject of joint survey or inspection at the time of their receipt.
- c. In no event shall the Terminal Operator be liable for any loss or damage to freight, cargo or containers in an amount exceeding Five Hundred Dollars (\$500.00) per package or in case of goods not shipped in packages, per customary freight unit unless:
 - (1) notice describing the nature of the goods and declaring a higher value is delivered to the terminal manager or his designee prior to commencement of any services by the Terminal Operator, and
 - (2) a charge in the amount of one percent (1%) of the declared value of each package or customary freight unit is paid to the NPA 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.
- d. The Terminal Operator shall not be liable for any delay, loss or damage arising from strikes, work stoppages or other collective bargaining action.
- e. The NPA shall not be liable for loss or damage at the Terminal caused by use of the Corporation's equipment by an independent contractor, other than loss or damage caused by the negligence of the Corporation.

RULE NO. 14 SHIPPER'S REQUESTS AND COMPLAINTS

Shipper's requests and complaints shall be promptly and fairly considered by the NPA provided that they are submitted in writing to NPA at the address listed in the tariff record. When the action of the NPA in response to a shipper's request or complaint requires tariff change, no such change will be retroactive.

RULE NO. 15 SMOKING

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

RULE NO. 16. DANGEROUS AND HAZARDOUS CARGOES:

- a. Shipments of dangerous and hazardous cargoes moving via the Marine Terminals of the NPA 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:

CARGO OPERATIONS REGULATIONS

RULE NO. 16 DANGEROUS AND HAZARDOUS CARGOES (Continued)

1. Complete shipper's name and address and where possible telephone number in case of emergencies
2. Carrier's name and address
3. Complete consignee's name and address, including the overseas port of destination on export shipments
4. The proper shipping name. 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
5. Hazardous class of material being shipped under federal definitions
6. Quantity of the material, kinds and number of containers and individual weights or total weight
7. Labels required
8. Shipper's certification is required per federal regulations. The exact wording is 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.)

9. Properly documented special instructions, exceptions and exemption information, if required.
 - a. 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.
 - b. Shippers of dangerous articles are required to comply with all of the above and just 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.

RULE NO. 17. USE OF PREMISES

The use of the terminal 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 Transport Canada, the Customs and Border Service Agency, the Ministry of Transportation, the NPA and other federal, municipal agencies. Vessels, their owners, agents, cargo interests and/or other responsible parties shall be held liable for all claims, losses, costs or expenses 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 as to whether such omission(s) be intentional or accidental.

CARGO OPERATIONS REGULATIONS

RULE NO. 17. USE OF PREMISES (Continued)

Entry upon or docking at the terminal 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 will be barred from the facility. Use of the terminal shall also be deemed as acceptance of the terms and conditions named in this tariff. The NPA Marine Terminal and its associated property is not a public thoroughfare and all persons entering thereon do so at their own risk.

RULE NO. 18. BERTHAGE RULES AND REGULATIONS

- a. 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 Manager Terminal Facilities, specifying the estimated date and time of arrival and sailing. 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 defective 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.
- b. Notice of Release of Berth: When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, due notice (24 hours) shall be given sufficiently in advance to prevent any loss of berthage charges; otherwise the Terminal Operator reserves the right to assess against the vessel, owner or operator a berthage charge of **\$500.00**, and to use the berth for other purposes.
- c. Vessels Docking Without Permission: The terminal governed by this tariff 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 trades; 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 approval of the Marine Operations Director or designee, 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 NPA will immediately be given notice to vacate the berth and a fine of \$2,000.00 shall automatically be assessed to the owner/operator thereof.

RULE NO. 19. ACCESS TO TARIFF INFORMATION

The NPA is a non-profit port and functions to facilitate the movement of commerce from available points to and from locations globally. Tariff information is available in paper copy by request or at www.npa.ca. This tariff shall be subject to change without specific notice and such challenges will be effective from the dates specified.

RULE NO. 20. SEASONAL DISCONTINUANCE

The NPA 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 port occasionally closes during winter months due to freezing or adverse weather conditions in winter. The Terminal Operator shall notify applicants for use of the terminal as to available dates for operations and possible closure due to local conditions or freezing.

CARGO OPERATIONS REGULATIONS

RULE NO. 21. SAFETY

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

RULE NO. 22. PROHIBITED CARGOES

The NPA shall determine what other cargoes shall be deemed prohibited at the terminals based upon classification or type. In the event of a classification dispute, the decision of the MANAGER will be final.

RULE NO. 23. DISCHARGING OF RUBBISH

Discarding rubbish or any debris into slips or channels or on the Terminals is strictly prohibited. Violators who do not remove debris or rubbish upon demand by the MANAGER shall be charged with the expense of removal.

RULE NO. 24. DISCHARGING SEWAGE, GREY WATER, DIRTY BALLAST, OTHER.

Pumping untreated sewage into the waters of NPA and Nanaimo is strictly prohibited by Federal and Provincial law. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the MANAGER while berthed at Corporation facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under Canadian Federal Standards is permitted under the authority of the Manager. In the event of a classification dispute, the decision of the MANAGER will be final.

RULE NO. 25. 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 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 MANAGER may indicate.

RULE NO. 26. HARBOUR SECURITY

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

RULE NO. 27. REMOVAL OF ABANDONED/OBJECTIONALBLE CARGO

The Terminal Operator reserves the right to move abandoned cargo and dispose of such cargo sixty (60) days after notice as well as remove freight or other material which in its judgment is likely to damage other property, to another location, at the risk and expense of the owner.

RULE NO. 28. RESPONSIBILITY FOR CLEANING TERMINAL

All vessels, their owners and agents, and all other users of the Terminals shall be held responsible for cleaning of the property which they have been allowed to use. If such users do not properly clean the facilities or property they have been using, the MANAGER shall order the property cleaned and bill the users responsible at cost plus twenty-five percent (25%).

CARGO OPERATIONS REGULATIONS

RULE NO. 29. 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:**

1. Such persons and their bona fide employees as may be authorized by law and permitted by the MANAGER to engage in the activities for which the Terminal has been provided;
2. Duly authorized representatives or employees of the NPA or its contractors;
3. Representatives or employees of local, Provincial, and Federal governments or political subdivisions thereof duly authorized by law to enter thereon;
4. Other persons granted permission to enter thereon by the MANAGER.

The Manager reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person for any reason whatsoever.

RULE NO. 30. LIABILITY OF THE TERMINAL

Subject to the provisions of this tariff, its officers, agents and employees, or any subsidiaries thereof, shall not be liable for the loss or damage to any vehicles (land and water) or to any merchandise or cargo at the Terminal resulting from any cause whatsoever unless it is established that such cause was due to its failure to exercise reasonable care.

RULE NO. 31. LIABILITY OF VESSELS AND PERSONS USING THE TERMINAL

In the event any damage is done to the wharf or any structures 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 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 facilities have been assigned shall be responsible and liable to the NPA for any damage occurring to such property during their occupancy and/or use, except damage caused by the negligence of the NPA, its officers, agents and employees.

RULE NO. 32. 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 NPA. All work must be performed in a manner satisfactory to the MANAGER - from a safety standpoint, but the NPA assumes no responsibility for the performance of such work. The stevedoring contractor must have been approved by the NPA after paying the required License fee below and having given satisfactory evidence of financial responsibility including insurance to cover potential liabilities for damage to cargo, property of the NPA, property of others and personal injury and death claims. Such coverage will not extend to actions resulting from the Port's own negligence.

CARGO OPERATIONS REGULATIONS

RULE NO. 33 GENERAL LEGAL PROVISIONS

a. Governing Law and Attornment

This tariff will be governed by and construed in accordance with the substantive laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia that would apply a different body of law. All parties irrevocably submits to and accepts generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of British Columbia with respect to any legal action or proceeding which may be brought at any time relating in any way to this tariff.

b. Force Majeure

The NPA shall not be responsible or held liable in damages if any obligation it may have to a party cannot be performed, in whole or in part, due to Force Majeure including but not limited to labour disputes, disturbances, riots, civil commotion, war or the consequences of war (declared or undeclared), terrorism or the consequences of terrorism, insurrections, requisitions, or the threat of requisition, priorities or any other action, direction, regulation or order of any competent authority or agency, natural occurrences beyond human control or influence, perils of the sea and of other waters, dangers of navigation, ice, public enemies, storms, floods, or any other matter or thing beyond the direct control of the NPA.

TERMINAL FACILITIES INFORMATION

TERMINAL INFORMATION AND FACILITIES

Corporate Office:	Nanaimo Port Authority 100 Port Drive Nanaimo, BC Canada V9R 0C7
Mailing Address:	PO Box 131 Nanaimo, BC Canada V9R 5K4
Courier Address:	Nanaimo Port Authority 100 Port Drive Nanaimo, BC Canada V9R 0C7
Telephone:	250-753-4146
Fax:	250-753-4899
Email:	info@npa.ca
Hours of Business:	Regular office hours 0830 to 1630 hours, Monday to Friday Terminal Operation - 24 hours per day, 7 days per week
General Enquiries	
Rates:	Marketing Sales & Terminal Operations 250-753-4146 ext. 229
	Marine Operations 250-753-4146 ext. 239
Terminal Service Contractor:	DP World 250-722-2290

TERMINAL FACILITIES INFORMATION

NANAIMO ASSEMBLY WHARF

Location: Inner Harbour, downtown Nanaimo

Terminal Area: 9.92 hectares (24.5 acres) paved area

Berthing Facilities:	Length	Low Water Depth
Berth 'A'	182.88 metres (600 feet)	
Berth 'B'	182.88 metres (600 feet)	12.4 metres (40.7 feet)
Berth 'C'	182.88 metres (600 feet)	11.7 metres (38.4 feet)

Warehouse Facilities:

#1	2,787 m ² (30,000 square feet)	Height 12.19 metres (40 feet)
#2	2,787 m ² (30,000 square feet)	Height 12.19 metres (40 feet)
#3	2,758 m ² (29,687 square feet)	Height 9.15 metres (30 feet)

(#3 accessed by covered barge ramp)

Rail Facilities: Serviced by Southern Railway of Vancouver Island
at adjacent Wellcox Yard

Ramp Facilities: 60 tonne (132,276 pound) Coastwise Barge Ramp
Width: 4.04 metres (13.25 feet) **Length:** 21.34 metres (70.0 feet)

Water & Electricity: Available at all Berths

TERMINAL FACILITIES INFORMATION

DUKE POINT DEEP SEA TERMINAL

Location: Duke Point Industrial Park, Northumberland Channel - Nanaimo Harbour Limits

Terminal Area: 6 hectares (15 acres) paved area

Berthing Facilities:	Length	Low Water Depth
Berth 'D'	170.8 metres (558 feet)	13.5 metres (44 feet)

DUKE POINT MULTI-USE AREA

Location: Adjacent to Duke Point Deep Sea Terminal within Duke Point Industrial Park

Site Area: 19.5 hectares (48.2 acres)
Land available for lease
For enquiries contact 250.753.4146 ext. 226

Ramp Facilities: 100 metric tonne (220,460 pound) Barge Ramp
Width: 6.4 metres (21 feet) **Length:** 30.5 metres (100 feet)

EQUIPMENT

Servicing Nanaimo Assembly Wharf & Duke Point Deep Sea Terminal

Total	Lift Capacity	Machine
2	16,500 pound	Fork/clamp (2 pulp & paper clamps)
10	33,000 pound	Fork/clamp (1 set of 8' forks & 4 pulp clamps)
1	80,000 pound	Container handling toplift
4	88,000 pound	Lumber/pulp/newsprint trailers
2		Tractors
1	40 tonne	Container handling crane

CARGO TERMINAL TARIFF CHARGES

TERMINAL SERVICE CHARGES

Charges for terminal services shall not exceed the rates published in this tariff. All charges herein, when not absorbed by the Ocean Carrier, are for the account of the parties using the Port or Consignee of the cargo, unless otherwise specified.

All charges in this tariff are quoted in Canadian dollars and are based on performing the work during Straight Time operating periods. GST is not included with the rates and charges quoted in this tariff.

This tariff and all rates, charges, terms, conditions, rules and regulations contained herein shall apply to all traffic and cargo at Nanaimo Assembly Wharf and Duke Point Deep Sea Terminal on and after April 1, 2013, the effective date of this tariff. This tariff shall be subject to change without specific notice and such changes will be effective from the dates specified. Please contact the NPA at: PO Box 131, Nanaimo, BC V9R 5K4 regarding currency of the provisions of this tariff.

Amendments may be made to this tariff from time to time. The current tariff will be posted on the NPA website at www.npa.ca.

Information regarding NPA may be obtained at the following address:

Nanaimo Port Authority
100 Port Drive/ PO Box 131
Nanaimo, BC V9T 5K4 Canada
Telephone: 250.753.4146
Fax: 250.753.4899
Website: www.npa.ca
Email: info@npa.ca

CARGO TERMINAL TARIFF CHARGES

FOREST PRODUCTS

Terminal charges on packaged lumber are based on lumber packages conforming to the BC Export Packaging schedule. All wharfage and handling rates for lumber are based on net or actual measurement. Extra handling for forest products received without a specified destination may be subject to additional charges. Any additional labour outside of the normal receiving, handling and delivery to vessels may also be subject to additional charges.

Handling rates are based on straight time labour charges only and for other shifts, a rate differential will apply.

1 Packaged Lumber	Rate per Mfbm	
	Wharfage	Handling
From truck or carrier to storage, then to shipside or carrier	\$1.60	\$21.60
Non-stickered packages		add \$2.00
Scow loading or unloading		add \$3.00
Direct transfer scow to vessel	\$6.00	
Miscellaneous Service: Shifting (excludes sorting)		\$5.00
Stenciling		By arrangement
Undercover storage		By arrangement
Sorting		By arrangement
2 Unitized Pulp	Rate per Metric Ton	
	Wharfage	Handling
From truck or carrier to storage, then to shipside or carrier		
1 – 2000 metric tons	\$1.70	\$20.50
Over 2000 metric tons	\$1.70	\$20.30
Scow loading or unloading by arrangement		
3 Plywood, Veneer, Aspenite and Kraft Paper		
From truck or carrier to storage, then to shipside or carrier	\$1.70	\$19.20
Scow loading or unloading by arrangement		
Conditions – plywood to be blocked for forklift operation		
4 Newsprint		
From truck or carrier to storage, then to shipside or carrier	\$1.70	\$24.70
Scow loading or unloading by arrangement		
To/from van storage		add \$5.00
5 Shingles or Shakes	\$2.65	\$22.70
Palletized (in bundles)		
From truck or carrier to storage, then to shipside or carrier		
6 Logs, Poles and Pilings	Rate per Mfbm	
	Wharfage	Handling
From truck or carrier to storage, then to shipside or carrier (by Scribner Scale)	\$2.85	Cost Plus 15%

CARGO TERMINAL TARIFF CHARGES

COMMODITIES N.O.S.

	Unit Basis	Wharfage	Handling
1 All goods not otherwise specified with a cubic content of:			
(a) Less than 1m ³ per metric ton	m ³	\$1.70	
(b) Equal to or greater than 1m ³ per metric ton	m ³	\$1.60	
2 Iron and steel, including bars, beams, casings, pipes, tubes, plates, rails and nails	M/T	\$1.60	By Arrangement
3 Sand, gravel, salt, etc., including slipway charges	m ³	\$1.70	By Arrangement
4 Wood chips	M/T	\$2.25	By Arrangement
5 Minimum billing charge - \$15.00		\$2.65	By Arrangement
6 Petroleum transfers, service & facility			By Arrangement

Last Reviewed: 04/01/2014

CARGO TERMINAL TARIFF CHARGES

PORT CHARGES

1. Harbour Dues – Effective February 1, 2007

Harbour dues are payable on every vessel that enters the harbour at the following rates:

- (a) Registered vessels, Gross registered tonnage, per GRT \$0.075
- (b) Unregistered vessels, Gross tonnage as determined by the Harbour Master, per GRT \$0.075

Harbour dues are not payable in respect of a ship:

- (a) Of a non-commercial type or design that belongs to Her Majesty in right of Canada or province or to a foreign government;
- (b) Of a non-commercial type or design that is used solely for pleasure;
- (c) In distress that enters the Harbour for emergency services or repair and does not engage in commercial activity; or
- (d) Of Canadian registry that is engaged exclusively in fishing operations pursuant to a valid license to such ship on the *Fisheries Act*, the *Northern Pacific Halibut Fishery (Convention) Act*, or the *Northern Pacific Fisheries Convention Act*.

Harbour dues are not payable in respect of the same ship more than five times in any calendar year.

- (a) Minimum billing charges \$25.00

HARBOUR DUES – When assigned by Port Metro Vancouver

- (a) Registered vessels, Gross registered tonnage per GRT \$0.050 for stays exceeding 24 hours.

Revised: 07/11/2014

CARGO TERMINAL TARIFF CHARGES

VESSEL CHARGES

1. Berthage - Effective April 1, 2015

Charges for berthing a vessel will be:

- (a) \$0.23 per metre of length per hour (or part thereof) at the Nanaimo Assembly Wharf and Duke Point Deep Sea Terminal, where length means the overall length of a ship in metres, or a
- (b) Minimum charge of \$175.00 per day

2. Handling of Ships Lines - Effective April 1, 2016

	Tying Up	Letting Go
0800 to 1630 hours Monday to Friday, excepting recognized holidays	\$1,768	\$1,180
1630 to 0100 hours Monday to Friday inclusive	\$2,187	\$1,460
0100 to 0800 hours Monday to Friday inclusive	\$2,664	\$1,778
0800 to 1630 hours Saturday	\$2,219	\$1,481
0100 to 0800 and 1630 to 0100 hours Saturday and Sunday all shifts	\$2,735	\$1,825
Recognized holidays at any time	\$3,380	\$2,255

The above rates are computed on a four (4) hour basis. Should any line call go beyond a four (4) hour call, a second four (4) hour call will be charged.

Where additional linesmen are required, they will be charged out at the applicable man hour rate on a four (4) hour basis.

3. Communication Charges – Effective April 1, 2015

	Charges
Daily Charge	\$ 40.00

4. Fresh Water Charges

Per Metric Ton	\$4.95
Hose connections, per connection, includes 30 metres of hose	\$165.00
Each additional 15 metre length of hose	\$35.00

5. Security Charges – Effective April 1, 2015

All vessels on berth will be assessed a security fee of \$27.00 per hour

Revised: 04/01/2016

CARGO TERMINAL TARIFF CHARGES

EQUIPMENT RENTAL RATES

1. Equipment Rental Rates

(a) Without Operator

Lift Truck under 3,629 kg (8,000 lb)	Per Hour	\$ 60.00
Lift Truck 3,629 kg up to 4,536 kg (10,000 lb)	Per Hour	\$ 70.00
Lift Truck over 4,539 kg up to 7,258 kg (16,000 lb)	Per Hour	\$ 88.00
Lift Truck over 7,258 kg up to 13,608 kg (30,000 lb)	Per Hour	\$137.00

(b) With Operator (minimum 1 hour)

Add Man Hour Rate

2. Specialized Equipment and/or Attachments

By Arrangement

MAN HOUR RATES – Effective April 1, 2016

Man Hour Standard and Shift Differential Rates

	Straight Time		Shift Differentials		
	A	B	C	D	E
Longshoreman – Basic	\$ 73.44	\$ 84.46	\$ 18.81	\$ 40.31	\$ 67.17
Longshoreman - #4	\$ 74.27	\$ 85.41	\$ 18.81	\$ 40.31	\$ 67.17
Longshoreman - #3	\$ 74.51	\$ 85.69	\$ 18.81	\$ 40.31	\$ 67.17
Longshoreman - #2	\$ 75.10	\$ 86.37	\$ 18.81	\$ 40.31	\$ 67.17
Longshoreman - #1	\$ 76.34	\$ 87.79	\$ 18.81	\$ 40.31	\$ 67.17
Foreman	\$118.66	\$136.46	\$ 26.27	\$ 56.15	\$ 91.92

A = Delay Rates – Monday to Friday 0800 to 1630

B = Extra Labour – Cost Plus

C = Monday to Friday 1630 to 0100; Saturday 0800 to 1630

D = Monday to Sunday 0100 to 0800; Sunday 0800 to 1630; Saturday and Sunday 1630 to 0100

E = General Holidays, All Shifts

Revised: 04/01/2016

CARGO TERMINAL TARIFF CHARGES

MAN HOUR RATES (Continued)

Skill Differentials, for Longshoreman Dockworkers

Longshoreman #1	\$1.75 per hour Tradesman
Longshoreman #2	\$1.00 per hour N/A
Longshoreman #3	\$0.65 per hour Ship and Dock Mobile Equipment Operator Lockerman/Gearman Head Checker
Longshoreman #4	\$0.50 per hour Checker First Aid Attendant

Man Hour Shift Extensions & Meal Hour Penalty Differential Rates – Effective April 1, 2016

	A	B	C	D	E	F	G	H	I
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Longshoreman	33.58	67.17	59.78	61.81	89.62	94.05	104.79	134.34	37.34
Foreman	45.97	91.92	82.69	85.39	124.28	130.18	144.50	183.85	

- A =** Monday to Friday 0800 to 1630 - 1 Hour Shift Extension and 1/2 Hour Meal Penalty
- B =** Monday to Friday 0800 to 1630 - 3 Hour Minimum to 4 Hour Maximum Shift Extension;
Foreman Double Shift Rate
- C =** Monday to Friday 1630 to 0100 - All Shift Extensions and 1/2 Hour Meal Penalty
- D =** Saturday 0800 to 1630 - 1 Hour Shift Extension and 1/2 Hour Meal Penalty
- E =** Monday to Friday 0100 to 0800 - All Shift Extensions and 1/2 Hour Meal Penalty
- F =** Saturday 1630 to 0100 and 0100 to 0800; Sunday All Shifts - All Shift Extensions and 1/2
Hour Meal Penalty
- G =** Saturday 0800 to 1630 - 3 Hour Minimum to 4 Hour Maximum Shift Extension
- H =** General Holidays All Shifts - All Shift Extensions and 1/2 Hour Meal Penalty
- I =** Monday to Friday Day Shift - 0600 Start to 0800

Note: The above excludes uninterrupted operations for Foremen

Revised: 04/01/2016

CARGO TERMINAL TARIFF CHARGES

MAN HOUR RATES (Continued)

1. Application of Man Hour Rates

Straight Time Days

'Straight Time Days' refers to the hours between 0800 – 1630 hours on weekdays, Monday through Friday, not including any full day designated as a holiday by governing bodies or such holidays as are applicable under collective bargaining agreements.

Overtime

'Overtime' is work performed in overtime hours or on Saturdays, Sundays or holidays as defined in current labour agreements, for which the Port Authority shall be reimbursed the difference between the straight time costs and overtime costs for all labour and supervision employed in accordance with the Man Hour Rates set out in this Tariff.

Standby Charge

'Standby Charge' is to cover cost of men idled awaiting late arrival, collective bargaining agreement rest periods, or any other situation causing non-ability of the vessel to load or discharge. The 'Standby Charge' is applied when dock labour is ordered for a specific time and ready to work, or having started, are delayed for a period of or exceeding ten (10) minutes at any time during that work, such delays caused by no fault of the Nanaimo Port Authority. When standby extends for ten (10) minutes, the first period and the following each ten (10) minute period, or fraction thereof, is subject to the 'Standby Charge' at Man Hour Rates as set out in this Tariff.

Dead Time (Guaranteed Time)

'Dead Time' (guaranteed time) is the time after completion of stevedoring or other services when such work is completed before the expiration of the minimum time guaranteed under labour's collective bargaining agreements and awards. Dead time will be applied to men who cannot be transferred to other similar work in order to fill out the time remaining in a given guaranteed period. Charges will be assessed at the actual cost of such non-productive hours of labour plus applicable fringe benefits and a percentage for overhead.

Specific Service

When the Wharfinger is requested to furnish labour for a 'Specific Service', and such service is completed before the expiration of a minimum time allowed under current collective agreements and awards, the parties authorizing such work shall be assessed for the time of such labour which accrues after the service is completed and until the end of the minimum time allowed in accordance with the Man Hour Rates set out in this Tariff.

Revised: 04/01/2014

CRUISE PASSENGER TERMINAL INFORMATION AND TARIFF CHARGES

NANAIMO PASSENGER TERMINAL

Location: Inner Harbour, downtown Nanaimo

Terminal Area: 4.17 acres

Berthing Facilities:	Length	Low Water Depth
P-1	360 metres (1060 feet)	10 metres
P-2	106.7metres (350 feet)	6 metres

Passenger Handling Facilities:

- #1 2000 Passengers Per Hour
- #2 CBSA Clearance Facility

Rail Facilities: Serviced by Southern Railway of Vancouver Island
at adjacent Wellcox Yard

Water & Electricity: Not Available at Berths as of 2014

Revised: 04/01/2014

CRUISE PASSENGER TERMINAL INFORMATION AND TARIFF CHARGES



NANAIMO PORT AUTHORITY CRUISE TERMINAL TARIFFS – 2016

Berthage:	\$4.20 per metre per 12 hour period
Harbour Dues:	\$0.075 per GRT
Vessel Lines Handling:	As per attached
Passenger Fee:	\$8.25 per onboard passenger – includes shuttle service to downtown and security fees
Gangway Handling:	<ul style="list-style-type: none">- Machinery rental \$150.00- Labour \$1,900.00 includes foreman and driver for 8 hours straight time- Labour cost exceeding 8 hours \$310.00 per hour – 2 hour maximum- The use of the Port’s gangways is complimentary
CBSA:	<ul style="list-style-type: none">- In the case of full immigration clearance, there will be a \$6,000 assessment.- Cost recovery for CBSA services will be assessed in the event of any passengers leaving the ship in Nanaimo during a coastal visit.
COACHES:	<ul style="list-style-type: none">- All vehicles entering the terminal for the purposes of picking up or dropping off passengers must obtain permission from the Port.- Private tours or services not arranged through the cruise lines will be charged per vehicle per pick up:<ul style="list-style-type: none">- Large coach – over 30 passengers - \$125.00- Coach – 15 to 30 passengers - \$75.00

Revised: 04/01/2016

CRUISE PASSENGER TERMINAL INFORMATION AND TARIFF CHARGES



**NANAIMO PORT AUTHORITY CRUISE TERMINAL
2016 Handling of Ships Lines for Cruise Ships**

	6 Man Tying Up	8 Man Tying Up	4 Man Let Go	6 Man Let Go
1. 0800 hrs to 1630 hrs Monday to Friday	\$1,768	\$2,357	\$1,180	\$1,770
2. 1630 hrs to 0100 hrs Monday to Friday	\$2,187	\$2,916	\$1,460	\$2,190
3. 0100 hrs to 0800 hrs Monday to Friday	\$2,664	\$3,552	\$1,778	\$2,667
4. 0800 hrs to 1630 hrs Saturday	\$2,219	\$2,959	\$1,481	\$2,222
0100 hrs to 0800 hrs / 1630 hrs to 0100 hrs Saturday and at any time on Sunday	\$2,735	\$3,646	\$1,825	\$2,738
5. Recognized holidays at any time	\$3,380	\$4,507	\$2,255	\$3,383

Notes:

- 1) The above rates are computed on a four (4) hour basis. Should any line call go beyond a four (4) hour call, a second four (4) hour call will be charged.

Revised: 04/01/2016

ANCHORAGES

PORT OF NANAIMO ANCHORAGES

1. There are six (6) deep-sea anchorages within the Nanaimo Port Limits for ships up to 300 metres. There is no restriction for the Northumberland Channel for arrival and departure. Canadian Hydrographic Charts #3447 and #3458 cover the anchorages.

ANCHORAGES DESCRIPTION

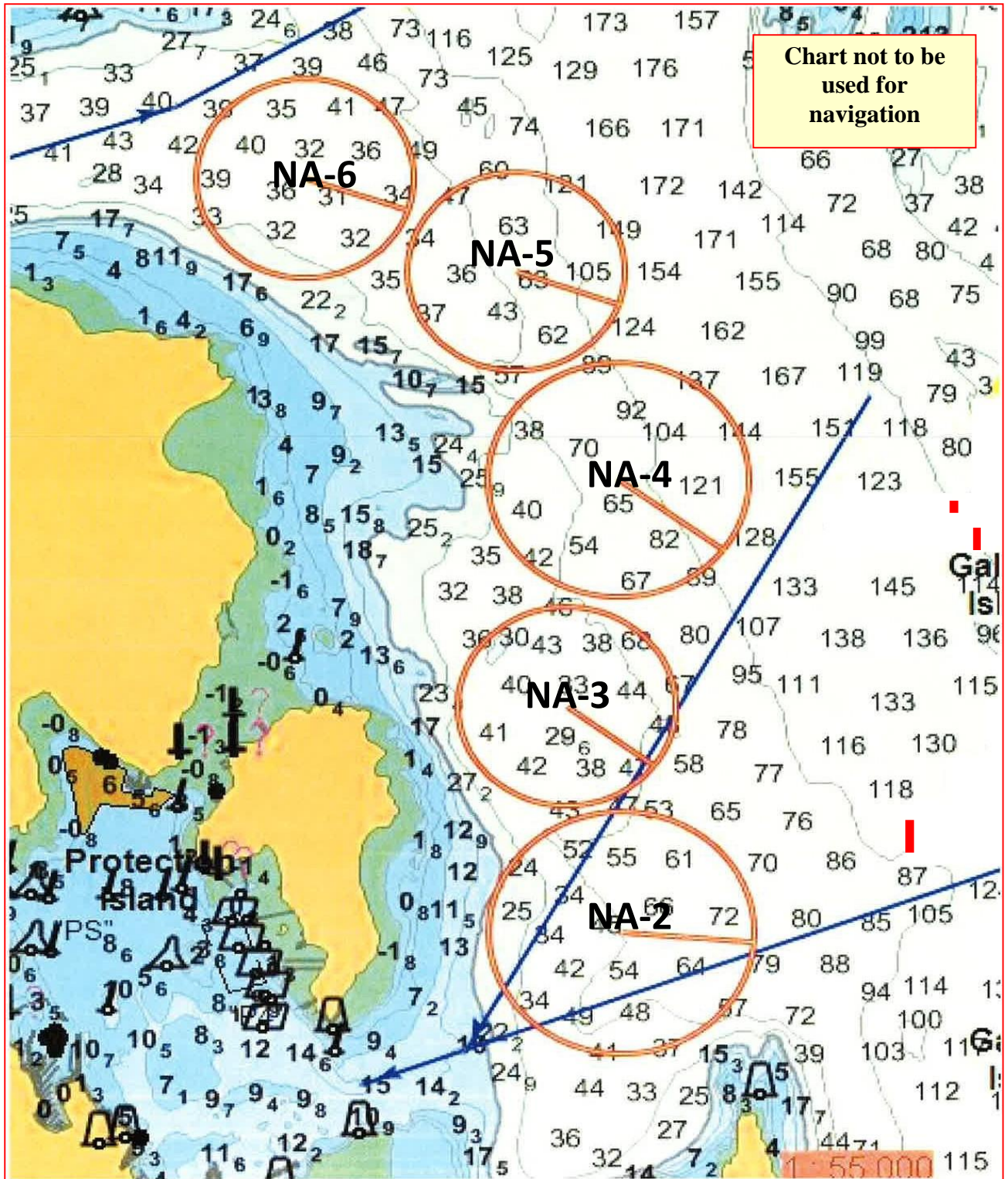
Anch	Lat (n) / Long (w)	Position		Depth (m)/ Bottom	LOA (m)/ Radius (c)		Shackles
NA-1	49° 08.76' N / 123° 50.88' W	0.47 nm @ 223 T	Harmac East Dock South	55/sand	225	2.5	6
NA-2	49° 10.44' N / 123° 54.08' W	0.70 nm @ 250 T	Gallows Point Light	50/clay/sand	300	3	6
NA-3	49° 11.00' N / 123° 54.27' W	0.95 nm @ 214 T 1.24 nm @ 318 T	Gallows Point Light McKay Point	45/gravel/sand	225	2.5	6
NA-4	49° 11.57' N / 123° 54.09' W	1.00 nm @ 290 T	McKay Point	80/sand	300	3	8
NA-5	49° 12.09' N / 123° 54.44' W	0.73 nm @ 255 T	McKay Point	35/mud/gravel	225	2.5	6
NA-6	49° 12.32' N / 123° 55.17' W	1.0 nm @ 278 T	Jesse Island Light	35/mud/gravel	200	2.5	6

PRACTICES AND PROCEDURES

2. The Practices and Procedures for the Port of Nanaimo are to be adhered to at all times during the ship's stay.
3. Any ship involved in an incident causing injury or death (*including injury and death resulting from a person falling overboard from a ship*); damage or loss of to any property; a collision (*including hard contact by a ship with a dock, port facility, structure or construction site within the harbour*); a grounding; a fire on board a ship or in the vicinity of a ship; the discharge of a pollutant, shall immediately contact the Port Authority and soon thereafter, and in any event before the ship leaves the harbour, deliver to the Port Authority a written report giving full details of the incident.
4. While at anchor the following shall be adhered to:
 - a. Maintain at all times a deck watch comprising of one or more competent persons, one of whom shall be qualified in the use of a radio-telephone
 - b. Maintain at all times a listening watch on VHF channel **11** or **16**;
 - c. At all times have its engines on standby, ready for immediate manoeuvring and its second anchor ready to let go should the wind speed at the ship exceed **25 knots**;
 - d. The owner, master or other person in charge of a ship shall ensure that the ship's position is frequently checked by more than one recognized navigational method to confirm that the ship is not dragging its anchor.

ANCHORAGES

CANADIAN HYDROGRAPHIC CHART #3447



ANCHORAGES

