PRINCE RUPERT PORT AUTHORITY

Port Tariff

Effective Date: November 1, 2026

This notice is authorized pursuant to Section 49 of the ***Canada Marine Act.***

Amendments may be made to this Tariff from time to time and changes issued as replacement page(s). Relevant documents authorizing amendments to the Tariff will be on file in the offices of the Prince Rupert Port Authority in Prince Rupert, where they may be examined by interested person(s). The current Tariff will be posted on the Port website at www.rupertport.com.

Information regarding the Port of Prince Rupert may be obtained at the following address:

Prince Rupert Port Authority
200-215 Cow Bay Road
Prince Rupert, B.C.
Canada V8J 1A2
Telephone: (250) 627-8899
Fax: (250) 627-8980
Website: www.rupertport.com
E-Mail: business@rupertport.com

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1. SHORT TITLE:

This Tariff may be cited as the Prince Rupert Port Authority Port Tariff.

2. INTERPRETATION:

In this Tariff;

2.1 “All Cargoes N.O.S.” means all other cargoes not otherwise specified within this Tariff;

2.2 “Anchorage” means anchorages administered by the Authority;

2.3 “Anchorage Fee” means a fee for a Vessel utilizing an Anchorage or Anchorages;

2.4 "Authority" means the Prince Rupert Port Authority;

2.5 "Authority Property" means a Facility whether owned by or under the administration of the Prince Rupert Port Authority and is located within the Harbour or on Port Administered Lands;

2.6 "Berthage Fee" means a charge in respect of a Vessel that occupies a berth or is made fast to, or tied up alongside, any other Vessel occupying a berth at Fairview Terminal;

2.7 “CMA” means the ***Canada Marine Act,*** **S.C. 1998, C.10**;

2.8 “Container” means a large rectangular box of standard design, manufactured in internationally recognized standard sizes (including 20-foot, 40-foot, and 45-foot units), for transportation of any cargo by ocean Vessel and includes containers that are insulated, refrigerated and variously described as flat rack, vehicle rack, liquid tank, and open top, and unless otherwise specified means a laden or empty box;

2.9 “Facility” means any wharf, pier, jetty, bulkhead, dock, building or similar structure or facility;

2.10 "Free Time" means that period of time during which Goods may remain on Authority Property during which no charge is levied;

2.11 “Goods” means any cargo, commodity, thing or product, including livestock and animals, within the Harbour or on Port Administered Lands, whether under bill of lading or not and includes Goods carried in Containers, as Project Cargo, Logs and All Cargoes N.O.S.;

2.12 "Harbour" means the navigable waters that are within the jurisdiction of the Authority set out in Schedule “A” of the Authority’s Letters Patent;

2.13 "Harbour Dues" means a fee payable by a Vessel that enters the Harbour;

2.14 “Letters Patent” means Letters Patent issued by the Minister of Transport to the Authority and made effective May 1, 1999 and any Supplementary Letters Patent issued thereto;

2.15 “Lighterage” means a fee imposed in respect of Project Cargo, Logs or All Cargoes N.O.S. which are transshipped between Vessels, unloaded overside from Vessel to water or loaded from water to Vessel;

2.16 "Measurement" means one cubic metre (m^3);

2.17 “Non- working period” means a period defined as a non- working period in the collective agreement between the British Columbia Maritime Employers Association and International Longshoreman’s and Warehouseman’s Union – Canadian Area;

2.18 "Owner" includes, in the case of a Vessel, owner or beneficial owner, the agent, charterer by demise, master or person in charge of the Vessel and, in the case of Goods, the owner or beneficial owner, the agent, sender, consignee or bailee of the Goods, and the carrier of such Goods to, upon, over or from any Authority Property or within the Harbour;

2.19 “Port Administered Lands” includes the federal real property set out in Schedule B or other real property set out in Schedule C, to the Authority’s Letters Patent;

2.20 “Project Cargo” includes pre-fabricated modules, dimensional or oversized cargo, steel (including pipe, plate or coiled steel) and machinery and equipment, any of which is as carried as break-bulk cargo;

2.21 "Registered Gross Tonnage" means the gross tonnage of a vessel calculated:

2.21.1 on a basis that corresponds with or is equivalent to the method of calculating the gross tonnage of a vessel set out in the ***Canada Shipping Act,*** 2001, S.C. 1996, c.10 or regulations thereto; or

2.21.2 in accordance with the regulations set out in Annex 1 to the ***International Convention on Tonnage Measurement of Ships,*** 1969;

2.22 "Tonne" ("t") means with reference to weight, one thousand kilograms;

2.23 "Tonnage Measurement Certificate" means a certificate that is issued by a surveyor of ships appointed under the ***Canada Shipping Act, 2001*** and regulations thereto, that sets out the Registered Gross Tonnage of a Vessel or an International Tonnage Certificate issued under the provisions of the ***International Convention on Tonnage Measurement of Ships,*** 1969;

2.24 "Unmetered fire line" means a water line connected directly to facilities of the Authority solely for the purpose of fire protection;

2.25 "Vessel" means any cargo vessel over 500 Registered Gross Tonnes or a passenger vessel that engages in commercial activity and is equipped to carry more than twelve passengers;

2.26 "Wharfage Fee" means a charge imposed in respect of (a) the handling of Containers and (b) Goods that:

2.26.1 pass over, onto or under Authority Property;

2.26.2 are loaded on or unloaded from a Vessel made fast to Authority Property;

2.26.3 are loaded on or unloaded from a vehicle (quayage) on Authority Property; or

2.26.4 are loaded on or unloaded from a Vessel within the Harbour from or on a Facility located outside of Port Administered Lands.

2.27 “Water Service” means water supplied by the Authority at the Harbour or to any place located on Port Authority Lands.

2.28 “Water Service Fee” means a fee imposed by the Authority for or in connection with the provision of Water Service.

3. APPLICATION:

This Tariff applies to the Harbour, Port Administered Lands, and all Anchorages.

4. FEES GENERALLY:

The fees prescribed by this Tariff are authorized pursuant to Article 7.1(b) of the Authority’s Letters Patent and Section 49 of the CMA and;

4.1 are in addition to fees or charges prescribed by any Statute, Notice or By-law, or that may be owing to the Authority;

4.2 are due as soon as they are incurred;

4.3 are payable within thirty days from the date due and, where any fee is not paid within that time, an additional charge of one and one-half per cent of any such fee shall be imposed for each additional thirty-day period or portion thereof during which it remains unpaid; and

4.4 no reduction of fees provided for in this Tariff shall operate to reduce the amount payable below any minimum charge for that item set out in this Tariff.

5. PAYMENT OF FEES:

5.1 Harbour Dues and Anchorage Fees

5.1.1 Harbour Dues shall be calculated as set out in Schedule 1.

5.1.2 Anchorage Fees shall be calculated as set out in Schedule 2.

5.1.3 The Harbour Dues payable in respect of a Vessel:

5.1.3.1 are due as soon as soon as the Vessel enters the Harbour and shall be paid to the Authority at its office in Prince Rupert; and

5.1.3.2 are in addition to any fees, charges, rates or tolls that are imposed by any other by-law or fixed under Section 49 of the CMA or that may be owing to the Authority.

5.1.4 The Anchorage Fees in respect of a Vessel:

5.1.4.1 are incurred based on the consecutive calendar days a Vessel utilizes an Anchorage or Anchorages and shall be paid to the Authority at its office in Prince Rupert.

5.1.4.2 are in addition to any fees, charges, rates or tolls that are imposed by any other by-law or fixed under Section 49 of the CMA or that may be owing to the Authority.

5.1.5 Where two Registered Gross Tonnages are recorded on a Tonnage Measurement Certificate, the greater of those tonnages shall apply for the purposes of this Tariff.

5.1.6 Subject to Subsection 5.1.7, where the owner of a Vessel is not able to produce to the Authority a Tonnage Measurement Certificate, the Authority may estimate the gross tonnage of that Vessel and the gross tonnage so estimated shall be deemed to be the Registered Gross Tonnage for the purposes of this Tariff.

5.1.7 If, within six months after an estimate of the gross tonnage of a Vessel is made pursuant to Subsection 5.1.6, the Owner produces a Tonnage Measurement Certificate to the Authority, the Harbour Dues payable in respect of that Vessel shall be recalculated on the basis of the gross tonnage shown on the Tonnage Measurement Certificate and any amount previously paid in respect of the Harbour Dues that is in excess of the Harbour Dues as recalculated shall be remitted to the person who paid the Harbour Dues.

5.1.8 Harbour Dues and Anchorage Fees are not payable in respect of a Vessel:

5.1.8.1 that is of a non-commercial type or design and belongs to Her Majesty in right of Canada or a Province or to a foreign government and is not engaged in commercial activity;

5.1.8.2 that is of a non-commercial type or design and is used solely for pleasure;

5.1.8.3 that enters and departs the Harbour within a period of twelve consecutive hours without engaging in commercial activity;

5.1.8.4 that enters the Harbour in distress under its own power or under tow without engaging in commercial activity; or

5.1.8.5 of Canadian registry that is engaged exclusively in fishing operations that are authorized by a licence issued to that vessel under the ***Fisheries Act***, R.S.C. 1985, c.F-14, or pursuant to the ***North Pacific Fisheries Convention Act*** or the ***Northern Pacific Halibut Fishery Convention Act***.

5.1.9 Harbour Dues and Anchorage Fees are payable by the Owner of the Vessel.

5.2 Wharfage Fees

5.2.1 Wharfage Fees shall be calculated as set out in Schedule 3.

5.2.2 Wharfage Fees imposed in respect of any Goods shall be calculated based on the weight of the Goods in Tonnes, or, in the case of Goods carried in Containers, based on the size of the Container and whether the Container is for import or export, as set out in Schedule 3.

5.2.2.1 All fees shall be calculated on the weight or Measurement of the Goods, whichever yields the greater revenue, but in no case shall a charge calculated on the basis of Measurement exceed four and one-half times the amount that would result if the charge were calculated on the basis of weight.

5.2.3 Wharfage Fees shall not be imposed more than once in respect of any Goods reshipped from the Harbour except Goods that:

5.2.3.1 are removed from and later reshipped over Authority Property; or

5.2.3.2 are reshipped over Authority Property after alteration in form or composition on Authority Property.

5.2.4 Wharfage Fees shall not be imposed in respect of:

5.2.4.1 ship's stores and bunker fuel used solely for a Vessel that is loading or unloading Goods or paying Berthage in respect of Authority Property where the Authority does not issue a receipt for the stores and fuel; or

5.2.4.2 repair materials, lining or ballast delivered to and for the sole use of a Vessel loading or unloading Goods or paying Berthage in respect of Authority Property.

5.2.5 Wharfage Fees imposed in respect of Goods are payable by the Owner of the Goods and are due when the Vessel carrying the Goods departs the Harbour.

5.2.6 Wharfage Fees imposed in respect of empty Containers shall be calculated based on the size of the Container and whether the Container is for import or export, as set out in Schedule 3. Such fees are payable by the Owner of the Vessel carrying the empty Containers and are due when the Vessel departs the Harbour.

5.3 Lighterage Fees

5.3.1 Lighterage Fees shall be calculated as set out in Schedule 4.

5.3.1.1 Lighterage fees shall be calculated based on the weight of the Goods in Tonnes; and

5.3.1.2 Lighterage Fees are payable by the Owner of the Goods and due when the Vessel that carried the Goods departs the Harbour.

5.4 Berthage Fees

5.4.1 Berthage Fees shall be calculated as set out in Schedule 5.

5.4.2 Subject to Subsection 5.4.3, where the Owner of a Vessel is not able to produce to the Authority a Tonnage Measurement Certificate, which includes the length of the Vessel the Authority may estimate the length of that Vessel and the length so estimated shall be deemed to be the length for the purposes of calculating Berthage Fees pursuant to Schedule 4 of this Tariff.

5.4.3 If, within six months after an estimate of the length of a Vessel is made pursuant to Subsection 5.4.2, the Owner of the Vessel produces a Tonnage Measurement Certificate to the Authority, which includes the length of the Vessel, the Berthage Fees payable in respect of that Vessel shall be recalculated on the basis of the length shown on the Tonnage Measurement Certificate and any amount previously paid in respect of the Berthage Fees

that is in excess of the Berthage Fees as recalculated shall be remitted to the person who paid the Berthage Fees.

5.4.4 Where Berthage Fees are payable in respect of a Vessel, it shall be paid for the period of time commencing when the first line is made fast and terminating when the last line is cast off.

5.4.5 Berthage Fees are payable by the Owner of the Vessel and due when the Vessel departs the Harbour.

5.4.6 Berthage Fees are not payable in respect of a Vessel:

5.4.6.1 that is of a non-commercial type or design and belongs to Her Majesty in right of Canada or a Province or to a foreign government and is not engaged in commercial activity;

5.4.6.2 a tug that is docking or undocking another Vessel; or

5.4.6.3 any other Vessel that is loading or unloading goods to or from any Vessel that is paying Berthage Fees to the Authority, if that Vessel is moored at Authority Property with the permission of the Authority.

5.5 Water Service Fees

5.5.1 Water Service Fees are calculated as set out in Schedule 6.

5.5.2 The fees described on Schedule 6 are due on the day the Water Service is provided and are payable to the Authority at its office in Prince Rupert within thirty days of that day, by the person requesting the service.

5.5.3 Any Vessel that is not ready to receive water at the time when it was agreed to be delivered shall forfeit its turn and may be charged a delay fee.

5.5.4 The person requesting the Water Service shall notify the Authority of the date and time when the Water Service is to be discontinued, and is liable for all charges incurred for the water until the service is discontinued.

5.5.5 Water Service shall be provided at such sections or areas of the Harbour or Port Authority Lands as the Authority may from time to time designate and the Authority is not responsible for failure to supply or for any delay or interruption in supplying water or for any deficiency in the quality of water supplied.

6. GENERAL PROVISIONS

6.1 Compulsory Removal of Goods

6.1.1 The Authority may, by written notice to the Owner of any goods that are on Authority Property, require the removal of those goods at the Owner's expense after the expiration of Free Time and the Owner, upon receipt of such notice, shall remove the goods forthwith from Authority Property.

6.1.2 Subsection 6.2.1 may not apply to Authority Property, if the Authority Property is under lease to any person or allotted to any person by the Authority.

6.2 Disposition of Goods

6.2.1 Subject to subsection 6.1.2 the Authority may, at the risk and expense of the Owner of the goods, remove, store or relocate any goods that are left on Authority Property after the expiration of Free Time.

6.3 Goods Requiring Refrigeration

6.3.1 Where refrigerated goods are to be loaded on or unloaded from a Vessel, the Owner of the Vessel shall arrange for the consignee of the goods to take immediate delivery of the goods when they are unloaded, or arrange for delivery of the goods for outward movement at a proper time in order to permit the handling and loading of them on the Vessel without delay, whichever is appropriate.

6.4 Documentation

6.4.1 The cost of supplying clerks, labour, material, and equipment for the checking and sorting of Goods that have not been delivered by the Owner of a Vessel according to bills of lading at the time they were unloaded from the Vessel may be charged to the Owner of the Vessel.

6.4.2 Complete documentation in respect of the cargo of a Vessel shall be provided by the Owner of the Vessel to the Authority three full working days before the cargo is unloaded.

6.4.3 Where documentation in respect of the cargo of a Vessel is not provided by the Owner to the Authority within the time specified in subsection 6.4.2, as a result of which the Authority incurs additional expenses in the calculation of charges or the preparation of container load plans on behalf of the Owner, such costs shall be paid by the Owner.

6.5 Materials and Services Supplied

6.5.1 Charges for any material furnished and any services performed by the Authority shall be based on the cost of the material or service plus a 15% fee.

SCHEDULE 1

HARBOUR DUES

ITEM	DESCRIPTION	UNIT	RATE
1000	**HARBOUR DUES:** Harbour Dues are imposed on a Vessel each time it comes into the Harbour.		
1001	Harbour Dues are calculated on each tonne of Registered Gross Tonnage	Registered Gross Tonne	$0.1162
1002	Harbour Dues for Vessels qualifying for Tier 1 of Green Wave Program calculated on each tonne of Registered Gross Tonnage	Registered Gross Tonne	$0.1046
1003	Harbour Dues for Vessels qualifying for Tier 2 of Green Wave Program calculated on each tonne of Registered Gross Tonnage	Registered Gross Tonne	$0.0929
1004	Harbour Dues for Vessels qualifying for Tier 3 of Green Wave Program calculated on each tonne of Registered Gross Tonnage	Registered Gross Tonne	$0.0581

QUALIFICATION UNDER THE GREEN WAVE PROGRAM

The Green Wave Program, offers reduced harbor fees to vessels that have implemented emission reduction measures and/or other environmental practices to improve their environmental performance. The program focuses on environmental certification, fuel quality, technological implementation, and management practices. The aim of the Green Wave program is to incentivize Vessel Owners to increase their environmental awareness and continue to improve the performance of their Vessels.

Owner of Vessels wishing to qualify for one of three tier levels listed above are required to contact the Manager of Environmental Sustainability, Prince Rupert Port Authority at:
(250) 627-8899 or by email at greenwave@rupertport.com.

SCHEDULE 2

ANCHORAGE FEES

ITEM	DESCRIPTION	UNIT	FEE
2000	**ANCHORAGE FEES**		
	Anchorages Fees are imposed on a Vessel based on consecutive calendar days it utilizes an Anchorage or Anchorages.		
2001	First 10 days	Registered Gross Tonne	$0.000
2002	Day 11 to 15	Registered Gross Tonne	$0.000
2003	Day 16 to 25	Registered Gross Tonne	$0.000
2004	Day 26 to 30	Registered Gross Tonne	$0.000
2005	Day 31 onwards	Registered Gross Tonne	$0.000

SCHEDULE 3

WHARFAGE FEES

ITEM	DESCRIPTION	UNIT	FEE
3000	**CONTAINERS:**		
3001	Import Containers (laden)	20 ft	$69.61
3002	Import Containers (laden)	40 ft	$102.48
3003	Export Containers (laden)	20 ft	$49.30
3004	Export Containers (laden)	40 ft	$72.42
3007	Import Containers (laden)	45+ ft	$114.37
3008	Export Containers (laden)	45+ ft	$81.55
3011	Import Containers (Empty)	20 ft	$69.61
3012	Import Containers (Empty)	40 ft	$102.48
3013	Export Containers (Empty)	20 ft	$13.00
3014	Export Containers (Empty)	40 ft	$20.00
3015	Import Containers (Empty)	45+ ft	$114.37
3016	Export Containers (Empty)	45+ ft	$22.00
3100	**ALL CARGOES N.O.S.:**		
3101	Loose	t	$2.79
3102	Unitized	t	$2.79
3103	Liquids and Gases	t	$2.79

SCHEDULE 4

LIGHTERAGE FEES

ITEM	DESCRIPTION	UNIT	FEE
4000	**PROJECT CARGO:**		
4001	Modules & Dimensional and Oversize Cargo	t	$6.79
4002	Steel (pipe, plate, coil)	t	$1.71
4003	Machinery, Equipment & Mobile Equipment	t	$2.71
4100	**LOGS:**		
4101	Logs	t	$0.69
4200	**ALL CARGOES N.O.S:**		
4201	Loose	t	$1.69
4202	Unitized	t	$1.69

SCHEDULE 5

BERTHAGE FEES

ITEM	DESCRIPTION	UNIT	FEE
5000	**VESSELS:** For working periods for each hour or portion thereof		
5001	For working periods for each hour or portion thereof	per metre	$1.436
5002	For non-working periods for each hour or portion thereof	per metre	$0.359
5003	The minimum charge for Vessels is 4 hours		

SCHEDULE 6

WATER SERVICE FEES

ITEM	DESCRIPTION	UNIT	RATE
6000	**For each Water Service provided from Authority facilities to a Vessel:**		
6001	- water charge	per m3	$1.41
6002	- service charge - cost to the Authority	per service	$83.87
6003	- water fee, up to 200’	Vessel/day	$67.86
6004	- water fee, 200’ and over	Vessel/day	$135.71
6100	**For each Water Service provided to a user other than a Vessel:**		
6101	- water charge (excluding Ridley Island)	cost to the Authority of providing the service plus 15%.	
6102	- service charge (excluding Ridley Island)	current municipal rate.	
6103	- unmetered fire line (excluding Ridley Island)	current municipal rate.	
6104	- water service connection (excluding Ridley Island)	cost to the Authority plus 15%.	

6105 For Water Service provided to a user other than a Vessel at Ridley Island:

Where it is deemed that any user shall require large volumes of water, the applicant will be required to install and maintain an acceptable water meter, with the following monthly rate to apply:

(i)	- water charge from 0 – 2,800 m3	per m3	$135.71 + $0.54
(ii)	- water charge over 2,800 m3	per m3	$135.71 + $0.40

Should the meter become inoperative, the owner shall cause the necessary repairs to be completed within thirty (30) days. This period of repair will be billed at the average rate for the preceding twelve (12) months.