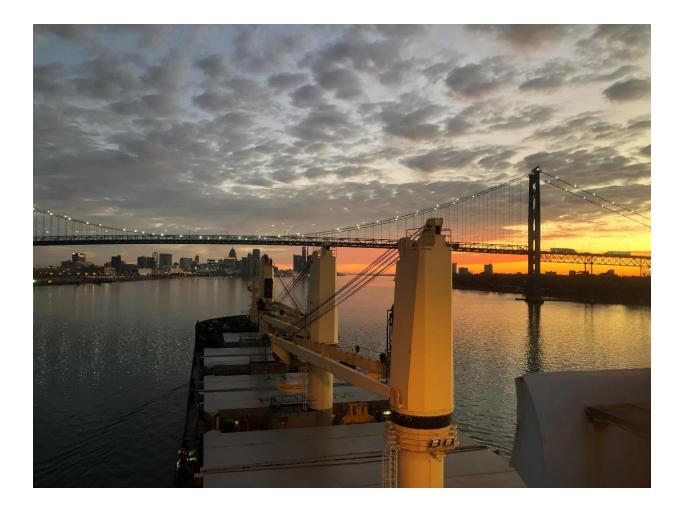


Great Lakes Pilotage Authority

Administration de pilotage des Grands Lacs

Customer Guide to Pilotage Charges

Effective March 22, 2024



Great Lakes Pilotage Authority

Customer Guide to Pilotage Charges

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A. Forward

1. Background

The Great Lakes Pilotage Authority ("Authority") is a Government of Canada non-agent Crown corporation established in 1972 pursuant to the *Pilotage Act*. The objective of the Authority is to establish, operate, maintain and administer in the interests of safety of navigation, an efficient pilotage service within the region set out in respect of the Authority. The Authority is tasked with achieving this objective while keeping with the following principles:

- a. that pilotage services be provided in a manner that promotes and contributes to the safety of navigation, including the safety of the public and marine personnel, and that protects human health, property and the environment;
- b. that pilotage services be provided in an efficient and cost-effective manner;
- c. that risk management tools be used effectively and that evolving technologies be taken into consideration; and
- d. that an Authority's pilotage charges be set at levels that allow the Authority to be financially self-sufficient.

The system of governance at the Authority is intended to make the Authority a self-sustaining commercial enterprise. The Authority is governed by a 7-member Board of Directors (the "Board"). The Governor in Council appoints the Chairperson of the Authority for a term not exceeding five years and the Minister of Transport appoints the other members of the Board for terms not exceeding four years.

The fundamental elements governing the mandate conferred on the Authority by the *Pilotage Act* include the exclusive right to provide pilotage services to ships in an area of water in which ships are subject to compulsory pilotage, the exclusive ability to set and collect charges for pilotage services provided or made available by the Authority or a contractor acting for the Authority, and the obligation by the Authority to provide these services.

The purpose of this Guide is to provide information on the calculation of the charges applicable to all districts and class of vessels while also explaining the administrative procedures relating to the charges. These charges apply in respect of pilotage services in compulsory pilotage areas. This Guide is available on the Great Lakes Pilotage Authority's website at <u>www.glpa-apgl.com</u>.

This Guide is effective March 22, 2024.

2. Charging Principles

When establishing a new charge for pilotage services or revising an existing charge, the Authority must follow the charging principles set out in section 33.2(1) of the *Pilotage Act*. These principles prescribe that, among other things, charges must not be set at levels that, based on reasonable and prudent projections, would generate revenues exceeding the Authority's current and future financial requirements related to the provision of compulsory pilotage services. Pursuant to the charging principles, the Board approves the amount and timing of changes to customer service charges. The Board also approves the Authority's annual budget where the amounts to be recovered through customer service charges for the ensuing year are determined.

As noted, the Authority plans its operations to result in an annual financial position in which revenues do not exceed current and future financial requirements related to the provision of compulsory pilotage services. Financial requirements include:

- a. operations and maintenance costs;
- b. management and administration costs;
- c. debt servicing requirements and financial requirements arising out of contractual agreements relating to the borrowing of money;
- d. capital costs and depreciation costs on capital assets;
- e. financial requirements necessary for the Authority to maintain an appropriate credit rating;
- f. tax liability;
- g. payments to the Minister for the purpose of defraying the costs of the administration of the *Pilotage Act*, including the development of regulations, and the enforcement of the *Pilotage Act*;
- h. reasonable reserves for future expenditures and contingencies; and
- i. other costs determined in accordance with accounting principles recommended by the Chartered Professional Accountants of Canada or its successor or assign.

The financial statements and Management's Discussion and Analysis (MD&A), issued quarterly and annually, provide extensive information on the revenues and expenses of the Authority.

These documents are also available at <u>www.glpa-apgl.com</u>.

B. Schedule of Charges

1. Introduction

The Authority obtains its revenues in the form of charges levied on vessel operators for the provision of pilotage services.

The charging system is based on:

- The area in which the services are provided;
- The class of the vessel requiring pilotage; and
- Additional services or costs incurred for the transit.

Described in the following sections are the charges applicable to each district, and ancillary charges that may apply.

2. Definitions and Interpretations

Pilotage charges are applied to a pilotage assignment based on the type of movement, status of pilotage requirements for the area, and the interpretation and definitions below:

Authority means the Great Lakes Pilotage Authority;

Breadth has the same meaning as in Division 3 of the General Pilotage Regulations;

Cancelled order is when a request for pilotage services is cancelled by the owner, master or agent of the ship after the request was accepted;

Cancelled sail is when, after a pilot reports for duty at a designated boarding point, the ship is overdue to sail by at least three hours;

Compulsory pilotage area means an area established as a compulsory pilotage area by Division 3 of the *General Pilotage Regulations;*

Cornwall District has the same meaning as in Division 3 of the *General Pilotage Regulations*;

Depth has the same meaning as in the General Pilotage Regulations;

Designated waters means the waters in International Districts Nos. 1, 2 and 3;

International District No. 1 has the meaning assigned in Division 3 of the General Pilotage Regulations;

International District No. 2 has the meaning assigned in Division 3 of the General Pilotage Regulations;

International District No. 3 has the meaning assigned in Division 3 of the General Pilotage Regulations;

Length has the same meaning as in the General Pilotage Regulations;

Movage means the shifting of a ship from one place to another within the confines of a port but does not include shifting carried out solely by means of a ship's lines for the purpose of loading or unloading cargo or clearing berthing space for use by another ship;

Pilotage unit is a number obtained by multiplying the length of the ship by the breadth of the ship by the depth of the ship and dividing the product obtained by 283.17.

Port of Churchill is the reference to "all the navigable waters, including any foreshore, commencing at the northern extremity of Arviat (formerly called Eskimo Point) and running on a course due north to a point distant five nautical miles from the northernmost extremity of Arviat; thence, on the circumference of a circle with the said northernmost extremity as a centre, easterly and southerly to the shore of Hudson Bay at the high-water mark; thence, following the said high-water mark westerly to Cape Merry; thence, following the high-water mark on the eastern shore of the Churchill River upstream as far as the tide ebbs and flows; thence, across the Churchill River to its western shore;

thence, northerly and following the high-water mark downstream to the point at Old Fort Prince of Wales and across to Arviat and to the place of beginning";

Undesignated waters means the Canadian waters of Lake Ontario, Lake Erie, Lake Huron and Lake Superior that are not designated waters.

Weighting Factor of Pilotage Charges

The following pilotage charges are based on the flat rate with no weighting factor:

- pilot transfer charges;
- pilot boat finance recovery;
- docking, undocking, and stoppage;
- short notice;
- Pilot travel expenses and pilot boat recoveries; and
- Port of Churchill charges.

The following pilotage charges are subject to a weighting factor based on the pilotage unit, as calculated below:

- basic charges, including locks, mileage, periods, movage, minimums and maximums;
- delays and detentions;
- cancellations; and
- overcarriage.

The weighting factor of a ship for the various locations is set out in column 1 and whose pilotage unit is set out in column 2 with corresponding weighting factor in Column 3, as set out in the below table:

| Class | Column 1 Location | Column 2 Pilotage Unit | Column 3 Weighting Factor |
|-------|--|-------------------------------------|------------------------------|
| 1 | Anywhere other than the Port of Churchill | Not more than 49 | 1.00 |
| 2 | Anywhere other than the Port of Churchill | More than 49 but not more than 159 | 1.15 |
| 3 | Anywhere other than the Port of Churchill | More than 159 but not more than 189 | 1.30 |
| 4 | Anywhere other than the Port of Churchill | More than 189 but not more than 219 | 1.45 |

Pilotage Units

The Pilotage Unit of a ship is calculated based on the following formula:

Length of the ship X Breadth of the ship X Depth of the ship

283.17

3. Summary of Pilotage Charges per District (all surcharges are incremental)

a) Cornwall District – St Lambert to Snell

Distance From St. Lambert (SLB) to Snell (SNL) - 80 Nautical Miles (MI)

Locks are located at Côte St. Catherine (CSC), Beauharnois 3 (BO3) and Beauharnois 4 (BOH) (+ SLB for downbound transits only)

| | Pilo | Base stage Charge | | | | 15% Class 2 | | 30% Class 3 | | 45% Class 4 |
|---|---|--|--|---------------------------|----|----------------|----|----------------|-----------------------------|----------------|
| SLB to SNL | \$ | 7,193.00 | \$ | 7,193.00 | \$ | 8,271.95 | \$ | 9,350.90 | \$ | 10,429.85 |
| Pilot Transfer Fee at SLB and BOH (only charged for vessels without their own gangway) | \$ | 148.00 | \$ | 148.00 | \$ | 148.00 | \$ | 148.00 | \$ | 148.00 |
| Minimums (Docking, Pilot Transfer Fee and Taxi fees a SLB to Côte Ste Catherine Berth (CSW) CSW to SLB (add 1 additional lock when downbound Cornwall (COW) to SNL or vice-versa Pilon Island Anchorage to Cornwall BOH to BOH North Wall (BON) SNL Wall to SNL Valleyfield (VAL) to BOH or vice-versa | | 1,851.00 | \$ | 1,851.00 | \$ | 2,128.65 | \$ | 2,406.30 | \$ | 2,683.95 |
| Locks | \$ | 920.00 | \$ | 920.00 | \$ | 1,058.00 | \$ | 1,196.00 | \$ | 1,334.00 |
| Fee per MI | \$ | 54.97 | \$ | 54.97 | \$ | 63.22 | \$ | 71.46 | \$ | 79.71 |
| Movage (within limits of harbour CSW, VAL or COW) + 1 Docking, 1 Undocking and 2 Taxis | \$ | 2,771.00 | \$ | 2,771.00 | \$ | 3,186.65 | \$ | 3,602.30 | \$ | 4,017.95 |
| Docking, Undocking and Stoppage (CSC (wharfs), BON | , VAL, COW) \$ | 1,324.00 | 0 \$ 1,324.00 \$ 1,324.00 \$ 1,324.00 \$ 1,324.00 | | | | | | | 1,324.00 |
| Delay and Detention (hourly rates) | \$ | 216.00 | \$ | 216.00 | \$ | 248.40 | \$ | 280.80 | \$ | 313.20 |
| Delay and Detention (maximum charge per 24 hour per | iod) \$ | 5,184.00 | \$ | 5,184.00 | \$ | 5,961.60 | \$ | 6,739.20 | \$ | 7,516.80 |
| Cancelled Order/Sail (+ Delay/Detention per hour + Tax |) \$ | 2,466.00 | \$ | 2,466.00 | \$ | 2,835.90 | \$ | 3,205.80 | \$ | 3,575.70 |
| Other Transits (Pilot Transfer Fees are extra) | | | | | | | | | | |
| SLB to COW or vice-versa CSW to SNL or vice-versa SLB to VAL or vice-versa VAL to SNL or vice-versa VAL to COW or vice versa CSW to VAL or vice versa CSW to VAL or vice versa CSW to Pointe Fortier Anchorage (PFT) or vice versa CSW to BOH or vice-versa SLB to St. Zotique (SZQ) SZQ to SNL or vice-versa SLB to BOH or vice-versa SLB to BOH or vice-versa PTF to BOH or vice-versa | 71 M 40 M 40 M 40 M 31 M 36 M 2 Min 20 M 44 M Lock 36 M 51 M | 80 MI. + Undocking/Docking + 3 Locks + 1 Taxi (+ 1 additional Lock when Downbou 71 MI. + Undocking/Docking + 3 Locks + 1 Taxi 40 MI. + Docking/Undocking + 3 Locks + 1 Taxi (+ 1 additional Lock when Downbo 40 MI. + Undocking/Docking + 1 Lock + 1 Taxi 40 MI. + Undocking + Docking + 2 Taxis 31 MI. + Undocking + Docking + 2 Locks + 2 Taxis 36 MI. + Docking/Undocking + 1 Lock + 1 Taxi 20 MI. + Undocking/Docking + 2 Locks + 1 Taxi 20 MI. + Undocking/Docking + 2 Locks + 1 Taxi 44 MI. + 3 Locks + 1 Taxi + Private Pilot Boat (cost recovery) + 1 additional Lock when Downbound) 36 MI. + 1 Lock + 1 Taxi 29 MI. + 1 Lock + 1 Taxi (+ 1 additional Lock when Downbound) 1 Minimum + 2 Locks + 1 Taxi + Private Pilot Boat (cost recovery) | | | | | | | k when Downbound) overy) | |
| Taxi Fees Per Location | | | | | | | | | | |
| Beauharnois\$ 151.00Cornwall\$ 279.00Côte Ste Catherine\$ 86.00 | | Zotique | \$ | 51.00 207.00 279.00 | | | Va | lleyfield | | \$ 185.00 |

NOTE - Should a transit take more than 14 hours during the period of December 1 to April 8, detention will be charged per hour in excess of 14 hours.

b) International District No. 1 - Snell to Cape Vincent

Distance From Snell (SNL) to Cape Vincent (CVC) - 102.15 Nautical Miles (MI)

Locks are located at SNL, Eisenhower (IKE) and Iroquois (IRO)

| | 3ase ge Charge | 0% Class 1 | | 15% Class | | 30% Class 3 | | 45% Class 4 |
|--|-------------------|---------------|----------|--------------|----------|----------------|----|----------------|
| SNL to CVC | \$ 6,036.00 | \$ | 6,036.00 | \$ | 6,941.40 | \$ 7,846.80 | \$ | 8,752.20 |
| Minimum | \$ 1,374.00 | \$ | 1,374.00 | \$ | 1,580.10 | \$ 1,786.20 | \$ | 1,992.30 |
| Locks | \$ 628.00 | \$ | 628.00 | \$ | 722.20 | \$ 816.40 | \$ | 910.60 |
| Fee per MI | \$ 47.08 | \$ | 47.08 | \$ | 54.14 | \$ 61.20 | \$ | 68.27 |
| Movage | \$ 2,073.00 | \$ | 2,073.00 | \$ | 2,383.95 | \$ 2,694.90 | \$ | 3,005.85 |
| Docking, Undocking and Stoppage | \$ 1,324.00 | \$ | 1,324.00 | \$ | 1,324.00 | \$ 1,324.00 | \$ | 1,324.00 |
| Delay and Detention (hourly rates) | \$ 216.00 | \$ | 216.00 | \$ | 248.40 | \$ 280.80 | \$ | 313.20 |
| Delay and Detention (maximum charge per 24 hour period) | \$ 5,184.00 | \$ | 5,184.00 | \$ | 5,961.60 | \$ 6,739.20 | \$ | 7,516.80 |
| Cancelled Order/Sail (+Delay/Detention per hour + Taxi) | \$ 2,466.00 | \$ | 2,466.00 | \$ | 2,835.90 | \$ 3,205.80 | \$ | 3,575.70 |
| Cape Vincent Pilot Boat cost recovery charge (per pilot) | \$ 325.00 | \$ | 325.00 | \$ | 325.00 | \$ 325.00 | \$ | 325.00 |
| Overcarriage | \$ 670.00 | \$ | 670.00 | \$ | 770.50 | \$ 871.00 | \$ | 971.50 |

Other Transits

SNL to IKE or vice-versa

SNL to IRO or vice-versa

SNL to Massena (MAS) or vice-versa

SNL to Morrisburg (MOR) or vice-versa

SNL to Ogdensburg (OGD) or vice-versa

SNL to Alexandria Bay (ALX) or vice-versa

SNL to Brockville (BROC) or vice-versa

SNL to Clayton (CLY) or vice-versa

SNL to Kingston (KGN) or vice-versa

MAS to OGD or vice-versa

MAS to CVC or vice-versa

IKE to CVC or vice-versa

WSH to CVC or vice-versa

MOR to CVC of vice-versa

IRO to CVC or vice-versa

CAR to OGD or vice-versa

CAR to CVC or vice-versa

PRS to CVC or vice-versa

OGD to CLY or vice-versa

OGD to CVC or vice-versa

BROC to CVC or vice-versa

ALX to CVC or vice-versa

CLY to CVC or vice-versa

CRL to CVC or vice-versa

Rockport (ROCP) to KGN or vice-versa

SNL to Cardinal (CAR) or vice-versa

SNL to Wilson Hill Anchorage (WSH) or vice-versa

SNL to Prescott(PRS)/Johnstown(JNT) or vice-versa

SNL to Carleton Island Anchorage (CRL) or vice-versa

1 Minimum + 1 Taxi + 1 Pilot expense (+ 1 additional Lock when downbound) 1 Minimum + Docking + 1 Taxi + 1 Pilot expense (+ 1 additional Lock when downbound) 16.00 MI. + 1 Lock + 1 Taxi + 1 Pilot expense + 1 Private Pilot Boat (cost recovery) (+ 1 additional Lock when downbound) 21.00 Ml. + Docking + 1 Lock + 1 Taxi + 1 Pilot expense (+ 1 additional Lock when downbound) 30.00 Ml. + 2 Locks + 1 Taxi + 1 Pilot expense (+ 1 additional Lock when Downbound) 33.85 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 39.65 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 41.65 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 53.00 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 79.15 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 85.95 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 96.65 MI. + 2 Locks + 2 Taxis + 1 Pilot expense + Private Pilot Boat (cost recovery) (+ 1 additional Lock when downbound) 106.00 Ml. + Docking + 2 Locks + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 35.00 Ml. + Undocking + Docking +1 Lock + 3 Taxis + 2 Pilot expenses 95.50 Ml. + Undocking + 1 Lock + 2 Taxis + 1 Pilot expense 98.65 Ml. + 1 Lock + 2 Taxis + 1 Pilot expense (+ 1 additional Lock when downbound) 86.15 Ml. + 1 Lock + 1 Taxi + 1 Pilot expense + 1 Private Pilot Boat (cost recovery) 81.20 MI. + Undocking + 1 Lock + 2 Taxis + 1 Pilot expense 72.15 Ml. + 1 Taxi + 1 Pilot expense (+ 1 additional Lock when downbound) 1 Minimum + Undocking + Docking + 2 Taxis + 1 Pilot expense 68.30 MI + Undocking + 1 Taxi + 1 Pilot expense 62.50 Ml. + Undocking + 1 Taxi + 1 Pilot expense 44.30 MI.+ Docking + Undocking + 2 Taxis + 1 Pilot expense 60.50 Ml. + Undocking + 1 Taxi + 1 Pilot expense 50.00 MI. + Undocking + 1 Taxi + 1 Pilot expense 1 Minimum + Undocking + 1 Taxi + 1 Pilot expense 1 Minimum + Undocking + 1 Taxi + 1 Pilot expense 1 Minimum + 1 Taxi + 1 Pilot expense + Private Pilot Boat (cost recovery) 55.00 Ml. + Undocking + Docking + 2 Taxis + 1 Pilot expense

Taxi Fees Per Location Alexandria Bay

| Alexandria Bay | \$ 352.00 | Cardinal | \$ 147.00 | Kingston | \$ 359.00 | Prescott | \$142.00 |
|----------------|-----------|------------------|-----------|------------|-----------|----------|-----------|
| Brockville | \$ 158.00 | Carruthers Point | \$ 336.00 | Massena | \$ 158.00 | Rockport | \$ 259.00 |
| Cape Vincent | \$ 336.00 | Eisenhower Lock | \$ 162.00 | Morrisburg | \$ 119.00 | Snell | \$ 75.00 |
| Clayton | \$ 285.00 | Iroquois | \$ 119.00 | Ogdensburg | \$ 181.00 | | |
| | | Gananoque | \$ 308.00 | | | | |

Pilot expense \$221.86

c) Lake Ontario District

| | Base je Charge | 0% Class 1 | 15% Class 2 | 30% Class 3 | 45% Class 4 |
|--|-----------------------|----------------|----------------|----------------|----------------|
| 1 Period - up to 6 Hours | \$ 1,626.00 | \$ 1,626.00 | \$ 1,869.90 | \$ 2,113.80 | \$ 2,357.70 |
| 2 Periods - 6 to 12 Hours | \$ 3,252.00 | \$ 3,252.00 | \$ 3,739.80 | \$ 4,227.60 | \$ 4,715.40 |
| 3 Periods - 12 to 18 Hours | \$ 4,878.00 | \$ 4,878.00 | \$ 5,609.70 | \$ 6,341.40 | \$ 7,073.10 |
| 4 Periods - 18 to 24 Hours | \$ 6,504.00 | \$ 6,504.00 | \$ 7,479.60 | \$ 8,455.20 | \$ 9,430.80 |
| Docking, Undocking and Stoppage | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 |
| Delay and Detention (hourly rates) | \$ 216.00 | \$ 216.00 | \$ 248.40 | \$ 280.80 | \$ 313.20 |
| Delay an Detention (maximum charge per 24 hour period) | \$ 5,184.00 | \$ 5,184.00 | \$ 5,961.60 | \$ 6,739.20 | \$ 7,516.80 |
| Cancelled Order/Sail (+ Delay/Detention per hour + Taxi) | \$ 2,466.00 | \$ 2,466.00 | \$ 2,835.90 | \$ 3,205.80 | \$ 3,575.70 |
| Cape Vincent Pilot Boat cost recovery charge (per pilot) | \$ 325.00 | \$ 325.00 | \$ 325.00 | \$ 325.00 | \$ 325.00 |
| Overcarriage | \$ 670.00 | \$ 670.00 | \$ 770.50 | \$ 871.00 | \$ 971.50 |

Private Pilot Boat Charge (cost recovery)

Taxi Fees Per Location

| Bath | \$ 432.00 | Hamilton | \$ 161.00 | Oswego | \$ 387.00 |
|-------------|--------------|----------|--------------|-----------|--------------|
| Bowmanville | \$ 487.00 | Milhaven | \$ 190.00 | Picton | \$ 382.00 |
| Bronte | \$ 170.00 | Oakville | \$ 170.00 | Rochester | \$ 360.00 |
| Clarkson | \$ 170.00 | Oshawa | \$ 416.00 | Toronto | \$ 253.00 |

d) International District No. 2 – Welland Canal and Port Colborne to Port Huron

| | Base Pilotage Charge | | 0% Class 1 | | 15% Class 2 | | 30% Class 3 | | 45% Class 4 |
|--|--|----------------------|--|----------------|---|----------|--|----------------------------|--|
| Welland Canal - 29 Nautical Miles (MI) + 8 Locks | \$ 6,594.00 | \$ | 6,594.00 | \$ | 7,583.10 | \$ | 8,572.20 | \$ | 9,561.30 |
| Pilot Transfer Fee at Lock # 7 (only charged for vessels without their own gangway) | \$ 172.00 | \$ | 172.00 | \$ | 172.00 | \$ | 172.00 | \$ | 172.00 |
| Fee per MI | \$ 143.76 | \$ | 143.76 | \$ | 165.32 | \$ | 186.89 | \$ | 208.45 |
| Minimum | \$ 1,787.00 | \$ | 1,787.00 | \$ | 2,055.05 | \$ | 2,323.10 | \$ | 2,591.15 |
| Locks | \$ 534.00 | \$ | 534.00 | \$ | 614.10 | \$ | 694.20 | \$ | 774.30 |
| Docking, Undocking and Stoppage | \$ 1,324.00 | \$ | 1,324.00 | \$ | 1,324.00 | \$ | 1,324.00 | \$ | 1,324.00 |
| Delay and Detention (hourly rates) | \$ 216.00 | \$ | 216.00 | \$ | 248.40 | \$ | 280.80 | \$ | 313.20 |
| Delay and Detention (maximum charge per 24 hour period) | \$ 5,184.00 | \$ | 5,184.00 | \$ | 5,961.60 | \$ | 6,739.20 | \$ | 7,516.80 |
| Cancelled Order/Sail (+ Delay/Detention per hour + Taxi) | \$ 2,466.00 | \$ | 2,466.00 | \$ | 2,835.90 | \$ | 3,205.80 | \$ | 3,575.70 |
| Overcarriage | \$ 670.00 | \$ | 670.00 | \$ | 770.50 | \$ | 871.00 | \$ | 971.50 |
| Southeast Shoal (SES) - Detroit Pilot Boat (DPB) | \$ 2,552.00 | \$ | 2,552.00 | \$ | 2,934.80 | \$ | 3,317.60 | \$ | 3,700.40 |
| Detroit Pilot Boat cost recovery charge (per pilot) | \$ 325.00 | \$ | 325.00 | \$ | 325.00 | \$ | 325.00 | \$ | 325.00 |
| DPB to Port Huron Pilot Boat (POHPB) | \$ 3,581.00 | \$ | 3,581.00 | \$ | 4,118.15 | \$ | 4,655.30 | \$ | 5,192.45 |
| DPB to points on St. Clair River (+ Docking/Undocking) * | \$ 4,614.00 | \$ | 4,614.00 | \$ | 5,306.10 | \$ | 5,998.20 | \$ | 6,690.30 |
| SES to points west or points on Detroit River (+ docking/undocking) * | \$ 3,525.00 | \$ | 3,525.00 | \$ | 4,053.75 | \$ | 4,582.50 | \$ | 5,111.25 |
| Between SES and Toledo (TOL) or any point on Lake Erie west of SES (+ docking/undocking) * | \$ 3,525.00 | \$ | 3,525.00 | \$ | 4,053.75 | \$ | 4,582.50 | \$ | 5,111.25 |
| TOL/points west of SES on Lake Erie to DPB (docking/undocking) * | \$ 3,525.00 | \$ | 3,525.00 | \$ | 4,053.75 | \$ | 4,582.50 | \$ | 5,111.25 |
| TOL/points west of SES on Lake Erie to Detroit/Windsor or points on Detroit River (+ docking/undocking) * | \$ 4,577.00 | \$ | 4,577.00 | \$ | 5,263.55 | \$ | 5,950.10 | \$ | 6,636.65 |
| Between points on Lake Erie west of SES (+ docking/undocking) * | \$ 2,082.00 | \$ | 2,082.00 | \$ | 2,394.30 | \$ | 2,706.60 | \$ | 3,018.90 |
| Between points on Detroit River (+ docking/undocking) * | \$ 2,082.00 | \$ | 2,082.00 | \$ | 2,394.30 | \$ | 2,706.60 | \$ | 3,018.90 |
| Between points on St. Clair River (+ docking/undocking) * | \$ 2,082.00 | \$ | 2,082.00 | \$ | 2,394.30 | \$ | 2,706.60 | \$ | 3,018.90 |
| Between points on Detroit River to points on St. Clair River (+ docking/undocking) * | \$ 4,614.00 | \$ | 4,614.00 | \$ | 5,306.10 | \$ | 5,998.20 | \$ | 6,690.30 |
| POHPB to points on St. Clair River (+ docking/undocking) * | \$ 2,552.00 | \$ | 2,552.00 | \$ | 2,934.80 | \$ | 3,317.60 | \$ | 3,700.40 |
| Lockage and/or movage between Buffalo and any point on the Niagara River below the Black Rock Lock (+ docking/undocking) * | \$ 2,666.00 | \$ | 2,666.00 | \$ | 3,065.90 | \$ | 3,465.80 | \$ | 3,865.70 |
| Lake Erie - from F | Port Colborne (PCO) | to S | ES | | | | | | |
| 1 Period - up to 6 Hours 2 Periods - 6 to 12 Hours 3 Periods - 12 to 18 Hours Docking, Undocking and Stoppage | \$ 1,356.00 \$ 2,712.00 \$ 4,068.00 \$ 1,324.00 | \$ \$ | 1,356.00 2,712.00 4,068.00 1,324.00 | \$ \$ \$ | 1,559.40 3,118.80 4,678.20 1,324.00 | \$ \$ | 1,762.80 3,525.60 5,288.40 1,324.00 | \$ \$ \$ \$ \$ | 1,966.20 3,932.40 5,898.60 1,324.00 |
| Taxi Fees Per Location | | | | | | | | | |
| Ashtabula \$ 473.00 Buffalo \$ 118.00 Cleveland \$1003.00 Colchester \$ 316.00 | Erie Huron Monroe Nanticoke | \$ \$ \$ \$ | 445.00 323.00 | | Port Dove Port Stanl Sandusky Toledo | ey | | \$ \$ \$ \$ | 289.00 413.00 753.00 345.00 |

* During the period of January 1 and March 21, pilot travel are payable.

Pilotage Charges for the various Destinations within the Welland Canal Port Weller (PWL) to Port Colborne (PCO) or Vice-Versa

PWL to Pleasure Craft Dock/Wharf # 1 Pleasure Craft Dock/Wharf # 1 to PCO

PWLto Wharf # 2 (bunker/stores) Wharf # 2 (bunker/stores) to PCO

PWL to Dry Dock/Wharf # 52 Dry Dock/Wharf # 52 to PCO

PWL to St. Catharines Dock St. Catharines Dock to PCO

PWL to Guard Gate/Tin Shed/Wharf # 8 Guard Gate/Tin Shed/Wharf # 8 to PCO

PWL to Thorold Industrial Dock/Wharf # 6 Thorold Industrial Dock/Wharf # 6 to PCO

PWL to Port Robinson Port Robinson to PCO

PWL to Welland Dock/Wharf # 10 Welland Dock/Wharf # 10 to PCO

PWL to Port Colborne Dock/Wharf # 12 Port Colborne Dock/Wharf # 12 to PCO

PWL to Shell/Valley Camp Dock/Wharf # 15-20 Shell/Valley Camp Dock/Wharf # 15-20 to PCO

PWL to Wharf # 16 and 18 Wharf # 16 and 18 to PCO 1 Minimum + Docking 28.00 Ml. + Undocking + 8 Locks

1 Minimum + Docking 27.00 Ml. + Undocking + 8 Locks

1 Minimum + Docking + 1 Lock 25.69 Ml. + Undocking + 7 Locks

1 Minimum + Docking + 2 Locks 23.00 Ml. + Undocking + 6 Locks

9.38 Ml. + 1 Minimum + Docking + 7 Locks 19.50 Ml. + Undocking + 1 Lock

10.50 Ml. + Docking + 7 Locks 18.50 Ml. + Undocking + 1 Lock

19.50 Ml. + Docking + 7 Locks 9.50 Ml.+ Undocking + 1 Lock

20.38 Ml. + Docking + 7 Locks 8.62 Ml. + Undocking + 1 Lock

24.00 MI + Docking + 7 Locks 1 Minimum + Undocking+ 1 Lock

27.00 Ml. + Docking + 8 Locks 1 Minimum + Undocking

27.00 Ml. + Docking + 8 Locks 1 Minimum + Undocking

e) International District No. 3 – Lakes Huron, Michigan and Superior as well as St. Mary's River

All amounts are charged in USD

For additional information on the invoicing of International District No. 3 pilotage charges, please refer to sub-section 1. *Payment* under *D. Terms and Conditions*.

| Lakes Huron, Michigan and Superior | Base Pilotage Charge | 0% CLASS 1 | | | 45% CLASS 4 |
|--|-------------------------|---------------|-------------|-------------|----------------|
| 1 Period - up to 6 Hours | \$ 978.00 | \$ 978.00 | \$ 1,124.70 | \$ 1,271.40 | \$ 1,418.10 |
| 2 Periods - 6 to 12 Hours | \$ 1,956.00 | \$ 1,956.00 | \$ 2,249.40 | \$ 2,542.80 | \$ 2,836.20 |
| 3 Periods - 12 to 18 Hours | \$ 2,934.00 | \$ 2,934.00 | \$ 3,374.10 | \$ 3,814.20 | \$ 4,254.30 |
| 4 Periods - 18 to 24 Hours | \$ 3,912.00 | \$ 3,912.00 | \$ 4,498.80 | \$ 5,085.60 | \$ 5,672.40 |
| Docking, Undocking, and Stoppage | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 | \$ 1,324.00 |
| Delay and Detention (hourly rates) | \$ 216.00 | \$ 216.00 | \$ 248.40 | \$ 280.80 | \$ 313.20 |
| Delay and Detention (maximum charge per 24 hour period) | \$ 5,184.00 | \$ 5,184.00 | \$ 5,961.60 | \$ 6,739.20 | \$ 7,516.80 |
| Cancelled Order/Sail (+Delay/Detention per hour + Taxi) | \$ 2,466.00 | \$ 2,466.00 | \$ 2,835.90 | \$ 3,205.80 | \$ 3,575.70 |
| Overcarriage | \$ 670.00 | \$ 670.00 | \$ 770.50 | \$ 871.00 | \$ 971.50 |
| St. Mary's River | | | | | |
| Mclean/ Commercial, Buoy 33 Lake Superior / Detour St. Mary's River, or Detour St. Mary's River / Algoma (+ Docking/Undocking) | \$ 4,867.00 | \$ 4,867.00 | \$ 5,597.05 | \$ 6,327.10 | \$ 7,057.15 |
| Detour St. Mary's River / Soo Locks or Soo Ontario Government Dock (+ Docking/Undocking) | \$ 4,076.00 | \$ 4,076.00 | \$ 4,687.40 | \$ 5,298.80 | \$ 5,910.20 |
| Buoy 33 Lake Superior / Algoma or Buoy 33 Lake Superior / Soo Locks or Ontario Government Dock (+ Docking/Undocking) | \$ 1,833.00 | \$ 1,833.00 | \$ 2,107.95 | \$ 2,382.90 | \$ 2,657.85 |
| Harbour Move in the River (+Docking/Undocking) | \$ 1,833.00 | \$ 1,833.00 | \$ 2,107.95 | \$ 2,382.90 | \$ 2,657.85 |
| St. Mary's Boat cost recovery charge (per pilot) | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 |

Pilot Boat Charge at Anchorages (Cost Recovery)

f) Port of Churchill, Manitoba

1. The following outlines the standard charges for Pilotage services:

- a) the salary and benefits of the pilot, as contracted, beginning on the day on which the pilot departs from their home base in order to provide the pilotage services set out in the initial request and ending on the day on which the pilot returns to that home base;
- b) the travel expenses of the pilot, starting from and ending at the pilot's home base, including transportation, meals and lodging;
- c) the cost of the pilot's use of a pilot boat, helicopter or other means of transportation; and
- d) an additional charge of 15% on the total of the amounts referred to in paragraphs a) to c) to cover administrative and assignment costs.

2. Cancellation charges for the Port of Churchill, Manitoba

A cancellation charge of \$1,607 is payable each time there is a cancelled order or cancelled sail.

If there is a cancelled order, the basic charges set out in the above paragraphs 1 a) and b), and the additional charge of 15% on the total of the amounts referred to in those paragraphs to cover administrative and assignment costs, are payable.

g) Other Pilotage Charges

1. Delay

If the departure or movage of a ship to which a pilot has been assigned is delayed for the convenience of the ship for more than one hour after the pilot reports for duty at the designated boarding point, an additional basic charge of \$216 is payable for each hour or part of an hour of that delay, including the first hour.

The maximum basic charge for a delay charge for any 24-hour period is \$5,184.

2. Detention

If a pilot is detained for the convenience of a ship at the end of their assignment or during an interruption of the passage of the ship through any district, an additional basic charge of \$216 is payable for each hour or part of an hour, including the first hour, that the pilot is detained. No additional basic charge for detention of a pilot is payable under this section during an interruption of the passage of a ship that is caused by ice, weather or traffic, unless the interruption is during the period beginning on December 1 in a year and ending on April 8 in the next year; or that ends during a period in undesignated waters.

The maximum basic charge for a detention charge for any 24-hour period is \$5,184.

3. Cancellation (for all districts excluding the Port of Churchill)

A basic charge of \$2,466 is payable each time there is a cancelled order. An hourly charge of \$216 for each hour or part of an hour, including the first hour, between the time that the pilot reports for duty at the designated boarding point and the time of the cancellation.

If the cancelled order occurs after a pilot reports for duty at a designated boarding point, a basic charge in an amount equal to the sum of the travel and other reasonable expenses incurred by the pilot in travelling from their home base to the designated boarding point and from the designated boarding point back to their home base.

A basic charge of \$2,466 is payable each time there is a cancelled sail.

If the owner, master or agent of the ship did not communicate to the Authority before the cancelled sail that they wanted to retain the pilot, a basic charge in an amount equal to the sum of the travel and other reasonable expenses incurred by the pilot in travelling from their home base to the designated boarding point and from the designated boarding point back to their home base will be applied.

If the owner, master or agent of the ship communicates to the Authority before the cancelled sail that they want to retain the pilot, a new request for the same pilotage services is deemed to be made and accepted at the time of the cancelled sail and subject to additional cancellation basic charges noted above respect of the new request, if the new request results in a cancelled order or a cancelled sail.

For the purposes of calculating the hourly basic charges for a cancelled order of a new request, the reference to "between the time that the pilot reports for duty at the designated boarding point and the time of the cancellation" is to be read as "between the time that the new request is made and accepted and the time of the cancelled order".

For the purposes of a case of a cancelled sail following a new request referred to, the reference to "after a pilot reports for duty at a designated boarding point" for the determination of the hourly basic charge is to be read as "after the new request referred to is made and accepted".

4. Over carriage (for all districts excluding the Port of Churchill)

If a pilot is unable to board a ship at the designated boarding point and must, in order to board it, travel beyond the area for which the pilot's services are requested, the basic charge of \$670 is payable for each 24-hour period or part of a 24-hour period during which the pilot is away from the designated boarding point.

If a pilot is carried on a ship beyond the area for which the pilot's services are requested, the basic charge of \$670 is payable for each 24-hour period or part of a 24-hour period before the pilot's return to the designated disembarkation point.

In addition to the over carriage basic charges for a pilot boarding or disembarking a ship, a charge is payable in an amount equal to the sum of the travel and other expenses incurred by a pilot that are directly associated with the requirement to travel to or from a place other than the pilot's designated boarding or disembarkation point.

5. Pilot Transfer Charges

A basic charge is payable for each change of pilot at the following locks:

- Cornwall District (St Lambert Lock) \$148
- Cornwall District (Beauharnois Lock)
 \$148
- International District No. 2 (Lock 7)
 \$172

6. Pilot Boat Finance Recovery Charges

A basic charge is payable for each embarkation or disembarkation of a licensed pilot at the following pilot boats:

| • | International District No. I (Cape Vincent) | \$325 |
|---|---|-------|
|---|---|-------|

- Lake Ontario District (Cape Vincent) \$325
- International District No. 2 (Detroit)
 \$325
- International District No. 3 (Sault)
 \$100

7. Docking, Undocking and Stoppage Charges

A basic charge of \$1,324 is payable for each docking, undocking, or stoppage for the purpose of loading or unloading cargo, stores or bunker fuel or effecting repairs in a compulsory pilotage area in any district.

8. Request for pilotage services – Short notice charges

If a request for pilotage services is made with less than 12 hours' notice and those services are provided, a basic charge of \$4,215 is payable.

9. Pilot Travel

If a pilot must travel to embark on a ship at a location other than one of the designated boarding points at the extremities of a compulsory pilotage area in order to provide pilotage services:

- a) during the period beginning on January 1 and ending on March 21 of the same year, a basic charge is payable in an amount equal to the sum of the reasonable travel and other expenses incurred by the pilot in travelling from their residence to the embarking location; or
- b) at other times of the year, a basic charge is payable in an amount equal to the sum of the reasonable travel and other expenses incurred by the pilot in travelling from their home base to the embarking location.

If a pilot must disembark from a ship at a location other than one of the designated disembarkation points at the extremities of a compulsory pilotage area after providing pilotage services:

- a) during the period beginning on January 1 and ending on March 21 of the same year, a basic charge is payable in an amount equal to the sum of the reasonable travel and other expenses incurred by the pilot in travelling from the disembarking location to their residence; or
- b) at other times of the year, a basic charge is payable in an amount equal to the sum of the reasonable travel and other expenses incurred by the pilot in travelling from the disembarking location to their home base.

10. Assignment of more than one pilot

If more than one pilot is assigned to a ship, the basic charges must be multiplied by the number of pilots assigned.

11. Additional Charge – Apprentice-Pilot Training

A surcharge of 5% for apprentice-pilot training is payable for a pilotage service provided on or before December 31, 2024 on all charges with the exception of Pilot Transfer Fees and the *Pilotage Act* Administration Surcharge for pilotage services provided.

12. Additional Charge – Pilotage Act Administration

An additional surcharge of \$34 is payable for each pilot assignment for the administration of the *Pilotage Act* in all districts.

C. Billing Information

1. Pilotage Charges

Invoices are only processed once all source cards have been completed and submitted by the pilots.

2. Invoice

Invoicing is prepared from the information contained on source cards filled out by the Authority pilot and validated by the captain of the vessel. The invoices and source cards are sent out automatically by email on the morning following the posting of the invoices.

3. Statement of Account (Aging Report)

Statements are sent out periodically. The report shows all outstanding invoices on the customer's account including the invoice number, date, and amount as well as the name of vessel. The statement also provides the aging of the outstanding invoices.

4. Access to the Authority's Billing Information

All customers have access to the Authority's billing system to view all invoices/source cards as well as the detailed listing of all unpaid invoices. Questions regarding the access to the Authority's Billing system can be directed at <u>billing@glpa-apgl.com</u>.

D. Terms and Conditions

The following is an extract of the Authority's Directive FI-004 *Receivables and Collections*. Please refer to <u>https://www.glpa-apgl.com/about/policies/</u> for the complete version of the directive.

1. Payment

All amounts billed directly by the Authority are in Canadian dollars and payments are to be made in Canadian dollars. The Western Great Lakes Pilot Association invoices cover all of the Authority's pilotage services provided in International District No. 3. These amounts are billed in US dollars and payable to the Western Great Lakes Pilotage Association. In turn, the Western Great Lakes Pilot Association transfers the funds to the Authority.

Remittances to the Authority may be made by cheque, money order, bank drafts, wire transfer or electronic funds transfer (EFT) (from Canadian Bank Accounts only).

Cheques, money orders and bank drafts must be sent by mail or courier at the expense of the agent.

Payment is credited to the customer account on the date of receipt by the Authority.

To ensure payments are applied correctly, customers are requested to provide clear remittance advice by listing the Invoice number and/or Customer number. The remittance advise are to be sent to <u>accountsreceivable@glpa-apgl.com</u>.

2. Interest and Administrative Charges

All charges are due within 30 days of the date of the invoice ("the due date"). Balances paid after the 30 days are considered outstanding and unpaid, and are thus, subject to interest charges as provided for in subsection 33.1 of the *Pilotage Act*.

The Authority shall charge interest on the amount outstanding and such interest shall be calculated commencing on the first day after the due date and continuing until all outstanding charges are paid in full.

Interest shall be calculated at 2.0 % per month (or 24% per annum).

NSF cheques or stop payments will be debited to the customer account along with a \$45 administrative charge and any applicable interest charges.

Interest and administrative charges are required to be paid immediately upon receipt of the invoice or statement for same.

Omitting to pay all or any of the interest invoices will put the account in default.

3. Person Liable for the Charges

Pursuant to Section 42 of the *Pilotage Act*, the owner, master and agent of a ship are jointly and severally liable to pay any pilotage charges. Where a vessel agent has significant and/or long overdue charges, the Authority may contact the master and/or owner of the vessel and advise of the overdue account status and of their joint and several liability and seek payment from them accordingly.

Customers are responsible to provide the billing agent's name at the time of placing an order with the Authority's dispatcher. Failure to do so may result in the order not being accepted. If there is a change of appointment of a billing agent for a vessel, the customer is expected to notify the Authority within twelve (12) hours of the dispatch.

4. Estimates

Customers may request a pilotage charge estimate for a given voyage by sending an email to <u>billing@glpa-apgl.com</u> and by supplying the Authority with the name of the ship, the intended voyage including stops and final destination, the overall length (OAL), width and moulded depth of the vessel.

Estimates provided do not factor the possibilities of delays or other unforeseen occurrences that may impact the cost associated with the transiting vessel.

Estimates provided by the Authority assume that the vessel will be assigned a Canadian pilot in International District No. 1, Lake Ontario, and International District No.2. Customers are encouraged to contact the U.S. Pilot Associations directly to obtain cost estimates for their pilotage services. Requests for all pilotage services estimates in International District No. 3 are to be directed to the Western Great Lakes Pilotage Association.

5. Credit Application/Evaluation of new customers

New customers are subject to pre-payments for the first three full voyages for the vessel they represent. New customers are to contact the Accounting Supervisor at <u>narchambault@glpa-apgl.com</u> to obtain estimates for the planned voyage. The pre-payments are to be sent to the Accounting Supervisor's attention. Once received, the Accounting Supervisor will advise the Dispatcher that the vessel in question can be serviced with a pilot. After three successful pre-payments, the agent/owner will be considered as a regular customer and will be entitled to the Authority's regular payment terms.

6. Change of Address

The Authority should be advised in writing, no later than 5 days prior to the anticipated moving date, of a change of address. Written notice can be sent by email to <u>billing@glpa-apgl.com</u>.

7. Collections

The Authority will review the customer accounts that are outstanding and unpaid for more than 30 days. The Authority will make collection/reminder calls to customers with overdue accounts. If reasonable payment arrangements can be agreed to and respected by the customer, the Authority will not seek further action.

Should a customer account continue to be in overdue status, the Authority will take one of the following corrective actions to minimize its financial risk exposure:

- Require the customer to make a deposit for each future vessel voyage.
- Require the customer to pre-pay the full cost of the future vessel voyage in advance.
- Refuse future pilotage services to a customer until the account is fully settled.
- Take legal action to collect all outstanding balances.

Accounts will be reviewed individually to develop the appropriate payment plan. Should a customer be required to pre-pay a deposit for a given voyage, the deposit will only be applied to the specific vessel voyage and not used to offset any other outstanding balances. The Authority reserves the right at its sole discretion, and without notice, to cancel all available credit and refuse to service vessels when the customer is not paying their pilotage charges. All outstanding invoices, including interest invoices, for a given navigation season must be paid prior to the start of the following navigation season. Failure to do so will result in the disruption of pilotage services to the customer/vessel involved. Refer to section 42 and 45 of the *Pilotage Act* for treatment of unpaid pilotage invoices. The *Pilotage Act* can be found at https://laws-lois.justice.gc.ca/eng/acts/P-14/.

8. Limitation of Liability

The following Limitation of Liability Clause is included in the Terms and Conditions to clarify that the Authority does not assume responsibility for any business, economic or indirect loss or damage incurred by its customers or any third party.

In no event shall the Authority, or any of its officers, directors, employees or affiliates, be liable to its customer or any of its officers, directors, employees or affiliates, or to any third party for any loss of profit or revenue, loss of data, loss of income, failure to realize expected savings, or for any other indirect, consequential, special, incidental, punitive or other similar damages, whether incurred or suffered as a result of unavailability of services, delay in delivery of services, performance, non-performance, suspension, termination, negligence, breach (including fundamental breach or otherwise), or other action or inaction by the Authority, or for any other reason, theory of law or equity, even if the customer has advised the Authority of the possibility of such loss or damage or the Authority had knowledge of, or reasonably could have foreseen the possibility of such loss or damage.

E. Payment Dispute Process

Claims and Credit Notes

Should a customer believe that an invoice contains data or charges that are inaccurate, the customer is to contact the Authority's Billing clerk by phone at (613)933-2991 extension 203 or by email as indicated at the top of the Authority's invoice. For all such requests, the invoice number must be quoted. Each claim is investigated by the Authority with the objective of resolving disputes and settling claims in a timely manner. Where a claim is rejected, a confirmation is provided giving the reasons for the rejection. A claim must be filed within 30 business days from the date of the invoice.

If a payment of a disputed amount is withheld by the customer, and after investigation by the Authority that the outstanding amount is deemed to have been payable, interest will accrue from the due date. The Authority reserves the right to make billing adjustments if exemptions/credits have been improperly claimed.

F. Customer Service and Account Inquiries

The Authority has a dedicated person in Billing and a dedicated person in Receivables to handle customer enquiries. A customer enquiry, along with a brief explanation of the issue, can be addressed to the following:

Billing and Estimates

- Telephone: 613-933-2991 ext. 203
- E-mail: <u>billing@glpa-apgl.com</u>

Accounts Receivables

- Telephone: 613-933-2991 ext. 217
- E-mail: <u>accountsreceivable@glpa-apgl.com</u>

Regular hours of operation are Monday to Friday 8:15 a.m. to 4:30 p.m. (EST).