

# QUÉBEC PORT AUTHORITY

## NOTICE NQ-4 PORT SERVICES FEE SCHEDULE

Effective date

January 1, 2019

This notice is adopted and issued under the Canada Marine Act, Chapter 10, 46-47 Elizabeth II, 1997-1998, pursuant to the powers granted by the latter.

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The Port Services Fee is applicable to all services provided by the Québec Port Authority (hereinafter referred to as “the Authority”) and required within its Jurisdictional Boundaries. These fees are applied to recover the costs associated with accessing various services offered and are paid by the shipowner or the Service requester.

## 1. GENERAL

- a) This notice may be cited as: **Port Services Fee Schedule**.
- b) The fees provided for in this notice are in addition to any other fees provided for in other notices or which may be due to the Authority contractually or otherwise.
- c) The Authority acts as an agent of Her Majesty in right of Canada for the purposes of this notice.
- d) The rights provided for in this notice are binding on Her Majesty in right of Canada or a province.

## 2. DEFINITIONS

In this notice, the expression:

- a) **“Authority”** means the Québec Port Authority as defined in the Canada Marine Act, its letters patent issued on May 1, 1999, and its issued or upcoming supplementary letters patent;
- b) **“Jurisdictional Boundaries of the Québec Port Authority”** refers to all navigable waters and territory under the jurisdiction of the Québec Port Authority as defined in the Authority’s letters patent and supplementary letters patent;
- c) **“Ship”** means any vessel, barge, or floating craft intended for commercial purposes;
- d) **“Port”** or **“Port of Québec”** is a legal, physical, and territorial designation including any real property under the jurisdiction of the Authority as provided for in the letters patent issued on May 1, 1999, and its supplementary letters patent in accordance with the provisions of Canada Marine Act;
- e) **“Owner”** means the Owner of the Ship, but can also mean the shipping agent, the charter agent, the shipowner, the shipbroker, the shipowner’s agent, the master of the Ship, or any other duly authorised representative;
- f) **“Service”** means the Services provided by the Authority to a Ship or Service requester at a place designated by the Authority, including, but not limited to: electrical connections, burning or welding permits, snow removal, rafter rentals, bumper rentals, barricade rentals, grey and black water disposal, waste disposal, permits for handling dangerous goods, and the provision of drinking water and water supplies for ships.

### 3. SUBJECT SERVICE AREAS

Port services fees are charged within the Authority's Jurisdictional Boundaries or in any Port areas that the Authority may designate.

### 4. CALCULATION OF FEES

- a) The Port Services Fee is calculated according to the rates and features established and set out in Schedule 1 forming an integral part hereof.
- b) To receive the Service, the Owner must contact the Authority within the required timeframe set out in Schedule 2 to determine when the Service should begin. If the established timeframe is not met, the Owner will be charged up to twice the regular fees for the Service.
- c) A notice must be sent to the Authority advising it of the date and time when the Service will end.
- d) In exceptional circumstances, additional fees may be charged by the Authority.
- e) A Ship or Service requester that is not ready for the Service at the time stated in the request may be subject to additional fees.

### 5. ENFORCEABILITY AND PAYMENT OF FEES

- a) Port services fees are payable from the time the Service is provided until it ends and must be paid for at the Authority's head office within sixty (60) days of the disconnection date for water services and thirty (30) days of the termination date for all other Services rendered, in legal Canadian tender.
- b) The fees are payable in accordance with the provisions of the *Notice respecting payment terms and penalties for unpaid fees* (NQ-9).

### 6. EXCEPTION

N/A

### 7. RIGHT AND RESPONSIBILITY OF THE AUTHORITY

The Authority is not responsible for any failure to perform the services or any delay or interruption of the Services offered.