

ST. LAWRENCE SEAWAY SCHEDULE OF TOLLS 2008 / 2009 / 2010

INTERPRETATION

1. The definitions in this section apply in this Schedule.

“**bulk cargo**” means cargo consisting of goods, loose or in mass, that generally must be shovelled, pumped, blown or scooped in the handling and includes:

- (a) cement, loose or in sacks;
- (b) coke and petroleum coke, loose or in sacks;
- (c) domestic cargo;
- (d) liquids carried in ships' tanks;
- (e) ores and minerals (crude, screened, sized or concentrated, but not otherwise processed), loose or in sacks, including alumina, bauxite, gravel, phosphate rock, sand, stone and sulphur;
- (f) pig iron and scrap metals;
- (g) lumber, pulpwood, poles and logs, loose or bundled;
- (h) raw sugar and flour, loose or in sacks;
- (i) woodpulp, loose or in bales; and
- (j) material for recycling, scrap material, refuse and waste. (*cargaison en vrac*)

“**cargo**” means all goods aboard a ship whether carried as revenue or non-revenue freight or carried for the ship owner, but does not include

- (a) empty containers or the tare weight of loaded containers;
- (b) ships' fuel, ballast or stores;
- (c) personal effects of crew or passengers; or
- (d) in-transit cargo that is carried both upbound and downbound in the course of the same voyage. (*cargaison*)

“**carrier**” means any company, or its representative, engaged in physically moving a cargo between an origin and a destination. (*transporteur*)

“**commodity**” means cargo that has been defined as a commodity in the Manager's then current publicly announced commodity codes. (*produit*)

“**closing date**” means in respect of a year, the first date in such year after the opening date on which both the Montreal-Lake Ontario portion and the Welland Canal portion of the Seaway are closed for vessel traffic. (*date de fermeture*)

“**containerized cargo**” means cargo shipped in a container that is enclosed, permanent, reusable, nondisposable and weathertight. (*cargaison conteneurisée*)

“**Corporation**” means the Saint Lawrence Seaway Development Corporation. (*Corporation*)

“**domestic cargo**” means cargo the shipment of which originates at one Canadian point and terminates at another Canadian point, or originates at one United States point and terminates at another United States, or originates at one Canadian or American point in the *Great Lakes/St. Lawrence Seaway System* and terminates at another Canadian or American point in the *Great Lakes/St. Lawrence Seaway System*, but does not include import or export cargo designated at the point of origin for transshipment by water at a point in Canada or in the United States. (*cargaison domestique*)

“**general cargo**” means goods other than bulk cargo, grain, government aid cargo, steel slabs and coal. (*cargaison générale*)

“**government aid cargo**” means

- (a) processed food products that are donated by, or the purchase of which has been financed on concessional terms by, the federal government of the United States or Canada for the purposes of nutrition, economic development, emergency or disaster relief programs; and
- (b) food cargo that is
 - (i) owned or financed by a non-profit organization or cooperative,
 - (ii) intended for use in humanitarian or development assistance overseas, and
 - (iii) stamped or otherwise shown to have been declared as such to the customs service of the United States or Canada. (*cargaison d'aide gouvernementale*)

“**grain**” means barley, corn, oats, flaxseed, rapeseed, soybeans, field crop seeds, buckwheat, dried beans, dried peas, rye, wheat, grain screenings or meal from those grains. (*céréale*)

“**Great Lakes/St. Lawrence Seaway System**” means all ports in the Great Lakes and the St. Lawrence River. (*Système Grands Lacs/Voie maritime du Saint-Laurent*)

“**incremental volume**” means the portion of tonnage shipped through the Seaway by a specific shipper/receiver in a given season, above the pre-approved maximum tonnage realized by that specific shipper/receiver over the previous five (5) navigation seasons. (*volume additionnel*)

“**Manager**” means The St. Lawrence Seaway Management Corporation. (*Gestionnaire*)

“**maximum volume**” means the highest total annual tonnage of a specific commodity that a shipper/receiver has shipped through the Seaway over the previous 5 years (*volume maximum*)

“**metric tonne**” means 1 000 kg (2,204.62 pounds). (*tonne métrique*)

“navigation season” means the period commencing on an opening date and ending on the next closing date. (*saison de navigation*)

“New Business” means:

- (a) containerized cargo moved by ship in the Seaway at any time in a navigation season;
- (b) a commodity/origin/destination combination in which the commodity moved by ship in the Seaway at any time in a navigation season:
 - (i) originating at a point inside Canada or the United States of America or at a country outside Canada or the United States of America, provided that such commodity has not originated from such point or country, as the case may be, at any time in any of the five consecutive navigation seasons immediately preceding the then current navigation season;
 - (ii) destined to a point inside Canada or the United States of America or a country outside Canada or the United States of America, provided that such commodity has not been destined to such point or country, as the case may be, at any time in any of the five consecutive navigation seasons immediately preceding the then current navigation season;
 - (iii) originating at a point inside Canada or the United States of America or a country outside Canada or the United States of America and destined to a point inside Canada or the United States of America or a country outside Canada or the United States of America, provided that such Commodity was previously moved, in lieu of movement by ship, by any mode of transportation other than by ship at all times in the five consecutive navigation seasons immediately preceding the then current navigation season; or
 - (iv) that has not moved through either section of the Seaway in any of the five consecutive navigation seasons immediately preceding the then current navigation season, in a volume exceeding 10,000 metric tons. (*nouvelles affaires*)

“opening date” means, in respect of any year, the earliest date in such year on which either the Montreal-Lake Ontario portion or the Welland Canal portion of the Seaway is opened for vessel traffic, provided however that if such date is prior to April 1 the opening date in such year shall be deemed to be the 1st day of April in such year. (*date d’ouverture*)

“passenger” means a person being transported through the Seaway who has paid a fare for passage. (*passager*)

“pleasure craft” means a ship, however propelled, that is used exclusively for pleasure and does not carry passengers. (*embarcation de plaisance*)

“Seaway” has the meaning ascribed to it under the *Canada Marine Act*. (*Voie maritime*)

“**section of the Seaway**” means either the Montreal-Lake Ontario portion of the Seaway or the Welland Canal portion of the Seaway. (*section de la Voie maritime*)

“**ship**” means every type of craft used as a means of transportation on water, except a ship owned or employed by the Manager or the Corporation. (*navire*)

“**shipper/receiver**” means any company who owns or buys the cargo that is being shipped through the Seaway (*expéditeur/destinataire*)

“**Volume Rebate**” means a percentage reduction, as part of an initiative program, offered on applicable cargo tolls for shipments of a specific commodity above and beyond a pre-approved historical maximum volume (*rabais de volume*)

TOLLS

2. (1) Every *ship* entering, passing through or leaving the *Seaway* shall pay a toll that is the sum of each applicable charge in Appendix 1. Each charge is calculated based on the description set out in column 1 of Appendix 1 and the rate set out in column 2 or 3.
- (2) The toll is assessed against the *ship*, its *cargo* and its *passengers* for a complete or partial transit of the *Seaway* and covers a single trip in one direction.
- (3) The toll is due from the representative of the *ship* within 45 days after the day on which the *ship* enters the first lock of a transit of the *Seaway*.
- (4) The two (2) incentive programs, *New Business* and *Volume Rebate*, are exclusive and cannot be applied at the same time on the same *cargo* movement.

NEW BUSINESS INCENTIVE PROGRAM

3. (1) To be eligible to the rebate applicable under the *New Business* Incentive Program, a *carrier* must submit an application to the *Manager* for the proposed *commodity/origin/destination* combination to be approved and accepted under the rules of the *New Business* Incentive Program promulgated and administered from time to time by the *Manager*.
- (2) *Containerized cargo*, whatever the origin or destination, moved by ship in the *Seaway* at any time in the navigation seasons commencing in 2008, 2009, 2010, 2011 and 2012 qualifies as *New Business*.
- (3) A *commodity/origin/destination* combination that qualifies as *New Business* on or before the 30th day of September in any *navigation season* continues to qualify as *New Business* in the two consecutive *navigation seasons* immediately following the then current *navigation season*; and
- (4) A *commodity/origin/destination* combination that qualifies as *New Business* after the 30th day of September in any *navigation season* continues to qualify as *New Business* in the three consecutive *navigation seasons* immediately following the then current *navigation season*.

VOLUME REBATE INCENTIVE PROGRAM

4. (1) To be eligible to the *Volume Rebate* Incentive program:
 - (a) a *shipper/receiver* in the *Great Lakes/St. Lawrence Seaway System* must submit to the *Manager* for approval, before June 30th of every season, the *commodity*, as defined under the *Manager's* commodity classification, for which a *Volume Rebate* is sought, the origin or destination of the *commodity*, and a proof of the *maximum volume* of the *commodity* the *shipper/receiver* has shipped over the last 5 years from that origin or to that destination.
 - (b) The *shipper/receiver* must already move the *commodity*, as defined under the *Manager's* commodity classification, through the *Seaway* at a minimum of 100,000 tonnes per season for the past five navigation seasons.
- (2) Once approved by the *Manager*, the *maximum volume* will become the basis on which to calculate the *incremental volume*.
- (3) The *Volume Rebate* Incentive Program is not accessible at the end of the navigation season without a pre-approved *maximum volume* within the set deadline.
- (4) The same cargo volume can only be used by one shipper/receiver.
- (5) For the *Volume Rebate* to be applicable, the total volume of the commodity shipped through the *Seaway* must also increase during the *navigation season*.

DESCRIPTION AND WEIGHT OF CARGO

5. For the purposes of calculating applicable tolls,
 - (a) a cord of pulpwood is taken to weigh 1 450 kg (3,196.70 pounds); and
 - (b) the cargo tonnage shall be rounded to the nearest 1 000 kg (2,204.62 pounds).

POST-CLEARANCE DATE OPERATIONAL SURCHARGES

6. (1) Subject to subsection (2), a *ship* that reports for its final transit of the *Seaway* from a place set out in column 1 of Appendix 2 within the period after the clearance date established by the *Manager* and the *Corporation* set out in column 2 shall pay operational surcharges in the amount set out in column 3, prorated on a per-lock basis.
- (2) If surcharges are postponed for operational or climatic reasons, a *ship* that reports for its final transit of the *Seaway* from a place set out in column 1 of Appendix 3 within the period after the clearance date established by the *Manager* and the *Corporation* set out in column 2 shall pay operational surcharges in the amount set out in column 3, prorated on a per-lock basis.

7. A *ship* that is authorized to transit the *Seaway* after the period of 96 hours after the clearance date established by the *Manager* and the *Corporation* shall pay, in addition to the operational surcharge, an amount equal to the incremental expenses incurred by the *Manager* to keep the *Seaway* open for the transit of the *ship*.

COMING INTO FORCE

8. This Schedule and the fees set forth herein come into force from the date on which this Schedule is filed with the Canadian Transportation Agency.

APPENDIX 1
(Section 2)
TOLLS

Column 1	Column 2	Column 3
Item Description of Charges	Rate (Cdn \$) Montreal to or from Lake Ontario (5 locks)	Rate (Cdn \$) Welland Canal – Lake Ontario to or from Lake Erie (8 locks)
1. Subject to item 3, for complete transit of the <i>Seaway</i> , a composite toll, comprising:		
(1) a charge per gross registered ton of the <i>ship</i> , applicable whether the <i>ship</i> is wholly or partially laden, or is in ballast, and the gross registered tonnage being calculated according to prescribed rules for measurement under the International Convention on Tonnage Measurement of Ships, 1969, as amended from time to time ⁽¹⁾	0.0966	0.1546
<i>(1) or under the US GRT for ships prescribed prior to 2002.</i>		
(2) a charge per <i>metric tonne</i> of <i>cargo</i> as certified on the <i>ship's</i> manifest or other document, as follows:		
(a) <i>bulk cargo</i>	1.0012	0.6834
(b) <i>general cargo</i>	2.4124	1.0936
(c) <i>steel slab</i>	2.1833	0.7829
(d) <i>containerized cargo</i>	1.0012	0.6834
(e) <i>government aid cargo</i>	n/a	n/a
(f) <i>grain</i>	0.6151	0.6834
(g) <i>coal</i>	0.6151	0.6834
(3) a charge per passenger per lock	1.5000	1.5000
(4) a lockage charge per Gross Registered Ton of the <i>ship</i> , as defined in item 1(1), applicable whether the ship is wholly or partially laden, or is in ballast, for transit of the Welland Canal in either direction by <i>cargo ships</i> ,	n/a	0.2575
up to a maximum charge per <i>ship</i>	n/a	3,600.00

Item	Column 1 Description of Charges	Column 2 Rate (Cdn \$) Montreal to or from Lake Ontario (5 locks)	Column 3 Rate (Cdn \$) Welland Canal – Lake Ontario to or from Lake Erie (8 locks)
2.	Subject to item 3, for partial transit of the <i>Seaway</i>	20 per cent per lock of the applicable charge under items 1(1) and (2) plus the applicable charge under items 1(3) and (4)	13 per cent per lock of the applicable charge under items 1(1) and (2) plus the applicable charge under items 1(3) and (4)
3.	Minimum charge per <i>ship</i> per lock transited for full or partial transit of the <i>Seaway</i>	25.00	25.00
4.	A charge per <i>pleasure craft</i> per lock transited for full or partial transit of the <i>Seaway</i> , including applicable federal taxes ⁽²⁾	25.00 ⁽³⁾	25.00 ⁽³⁾
	⁽²⁾ The applicable charge at the Saint Lawrence Seaway Development Corporation's locks (Eisenhower, Snell) is \$30 US or \$30 Cdn per lock.		
	⁽³⁾ 2008 Pleasure craft rates – subject to change in subsequent years		
5.	Under the <i>New Business Initiative Program</i> , for <i>cargo</i> accepted as <i>New Business</i> , a percentage rebate on the applicable <i>cargo</i> charges for the approved period	20%	20%
6.	Under the <i>Volume Rebate Incentive Program</i> , a retroactive percentage rebate on <i>cargo</i> tolls on the <i>incremental volume</i> calculated based on the pre-approved <i>maximum volume</i>	10%	10%

APPENDIX 2
(Subsection 4(1))

OPERATIONAL SURCHARGES – NO POSTPONEMENTS

Item	Column 1 Place in Montreal-Lake Ontario Section	Column 2 Period after Clearance Date	Column 3 Amount (\$) (5 locks) ⁽⁴⁾
1.	Cape Vincent (downbound) or Cap Saint-Michel (upbound)	(a) 24 hours	20,000
		(b) 24 hours or more but less than 48 hours	40,000
		(c) 48 hours or more but less than 72 hours	60,000
		(d) 72 hours or more but less than 96 hours	80,000
2.	Port, dock or wharf within St. Lambert - Iroquois lock segment	(a) 24 hours	n/a
		(b) 24 hours or more but less than 48 hours	20,000
		(c) 48 hours or more but less than 72 hours	40,000
		(d) 72 hours or more but less than 96 hours	60,000

⁽⁴⁾ Prorated on a per-lock basis

APPENDIX 3
(Subsection 4(2))

OPERATIONAL SURCHARGES AFTER POSTPONEMENTS

Item	Column 1 Place in Montreal-Lake Ontario Section	Column 2 Period after Clearance Date	Column 3 Amount (\$) (5 locks) ⁽⁵⁾
1.	Cape Vincent (downbound) or Cap Saint-Michel (upbound)		
	(1) if the postponement is for 24 hours	(a) 24 hours or more but less than 36 hours	20,000
		(b) 36 hours or more but less than 48 hours	40,000
		(c) 48 hours or more but less than 72 hours	60,000
		(d) 72 hours or more but less than 96 hours	80,000
	(2) if the postponement is for 48 hours	(a) 48 hours or more but less than 56 hours	20,000
		(b) 56 hours or more but less than 64 hours	40,000
		(c) 64 hours or more but less than 72 hours	60,000
		(d) 72 hours or more but less than 96 hours	80,000
	(3) if the postponement is for 72 hours	(a) 72 hours or more but less than 78 hours	20,000
		(b) 78 hours or more but less than 84 hours	40,000
		(c) 84 hours or more but less than 90 hours	60,000
		(d) 90 hours or more but less	80,000

	Column 1	Column 2	Column 3
Item	Place in Montreal-Lake Ontario Section	Period after Clearance Date	Amount (\$) (5 locks) ⁽⁵⁾
		than 96 hours	
2.	Port, dock or wharf within St. Lambert - Iroquois lock segment		
	(1) if the postponement is for 24 hours	(a) 24 hours or more but less than 48 hours	n/a
		(b) 48 hours or more but less than 60 hours	20,000
		(c) 60 hours or more but less than 72 hours	40,000
		(d) 72 hours or more but less than 96 hours	60,000
	(2) if the postponement is for 48 hours	(a) 48 hours or more but less than 72 hours	n/a
		(b) 72 hours or more but less than 80 hours	20,000
		(c) 80 hours or more but less than 88 hours	40,000
		(d) 88 hours or more but less than 96 hours	60,000
	(3) if the postponement is for 72 hours or more		n/a

⁽⁵⁾ Prorated on a per-lock basis