

LAWS OF GUYANA

BERBICE RIVER BRIDGE ACT

CHAPTER 51:06

Act  
3 of 2006

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**CHAPTER 51:06**

**BERBICE RIVER BRIDGE ACT**

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**CHAPTER 51:06**

**BERBICE RIVER BRIDGE ACT**

3 of 2006

**An Act to make provision for a privately financed Berbice River Bridge and to confer regulatory authority to the Minister responsible for Public Works and for matters incidental thereto and connected therewith.**

[31<sup>ST</sup> JANUARY, 2006]

**PART I  
PRELIMINARY**

Short title.

**1.** This Act may be cited as the Berbice River Bridge Act.

Interpretation.

**2.** In this Act, unless the context otherwise requires –  
“Bridge” means the Berbice River Bridge, running from the

Village of D'Edward on the western bank of the Berbice River to Crab Island on the eastern bank, authorised to be erected under this Act and includes the piers, fender piles and fenders thereof and any erection or other structure, footpath, roadway, tramway, conveyer belt, pipe, tube, viaduct, aqueduct or other means of conveyance over, under or across the Berbice River and the lands adjacent thereto used in connection with the Bridge as more specifically defined in the Concession Agreement;

"Bridge Project" means the design, construction, development and operation and maintenance of the Berbice River Bridge pursuant to a Concession Agreement in accordance with this Act;

"Concessionaire" means the Berbice Bridge Company Inc. who pursuant to a Concession Agreement shall carry out the Bridge Project;

"Concession Agreement" means the mutually binding agreement or agreements with the terms and conditions for the implementation of the Bridge Project, between the Government and the Concessionaire;

"Minister" means the Minister responsible for Public Works;

"Toll Bridge" means the Bridge;

"Toll Device" means an instrument, prescribed by the Minister by regulations, affixed to a vehicle for the purpose of ascertaining cost for the use of the Bridge.

## PART II AUTHORITY OF MINISTER RESPONSIBLE FOR PUBLIC WORKS.

Authority to  
enter into a

3. The Minister shall –

Concession Agreement.

- (a) enter into a Concession Agreement in accordance with this Act for the implementation of the Bridge Project;
- (b) monitor compliance of the Concessionaire's obligations under the terms and conditions of the Concession Agreement;
- (c) regulate the operation and maintenance of the Bridge.

**PART III  
TOLL ORDER**

Toll order authority.

4. (1) The Minister may, by order called the "toll order" –

- (a) designate the Bridge as a Toll Bridge and as a Public Road;
- (b) authorise for a specific period, the Concession period, any person, in return for undertaking such obligations as may be specified in a Concession Agreement with respect to the design, construction, maintenance, operation, improvement or financing of the Bridge, to enjoy the rights conferred in the order, including the right to levy, collect and retain toll in respect of the use of the Bridge on the terms and conditions specified in the Concession Agreement;
- (c) specify the terms and conditions under which a person referred to in

paragraph (b) may assign or delegate to any other person, any of the rights or obligations specified in the agreement referred to in that paragraph;

- (d) specify –
- (i) the classes of vehicles or other conveyances or persons from whom toll may be collected and retained;
  - (ii) the payment of tolls by such classes of vessels for whose passage the Bridge is retracted;
  - (iii) the maximum amounts of the tolls that shall be charged during the Concession period or any part thereof in respect of individual persons or any class of vehicles;
  - (iv) the basis of calculation of such amounts in respect of the use of the Bridge by vehicles or other conveyances and other users of each class specified;
  - (v) that a person liable to pay toll shall not use, or cause or permit, any vehicle, vessel or person of which he is in charge to use the Bridge unless the toll has been paid or arrangements, to the satisfaction of the Concessionaire for its payment have been made;
  - (vi) the place where the toll is to be collected and the form and manner of such collection;
- (e) exempt the emergency services and

civilian and military law enforcement agencies from the payment of toll when in pursuit of their duties;

- (f) provide for the issue, inspection and collection of tickets, tokens, vouchers, permits, receipts and other forms of authorisation, electronic or otherwise, for the purpose of the use of the Bridge;
- (g) make provisions for penalties for any breach of a provision of the order;
- (h) provide for any other matter as the Minister believes necessary.

(2) Subject to subsection (1)(d)(iii) and to the terms of the Concession Agreement, the Concessionaire may specify different toll amounts in relation to the use of the Bridge by reference to such circumstances or combination of circumstances as the Concessionaire may, after consultation with the Minister, determine.

Obligations  
as to secrecy.

5. All persons engaged in the Bridge Project shall regard and deal with as secret and confidential all information contained in the Concession Agreement, the disclosure of which is likely to cause financial loss to any party to the agreement:

Provided that any information requested by the Parliamentary Sectoral Committee on Economic Services related to the Bridge Project shall be promptly supplied.

Duration of  
Concession  
Period.

6. A toll order may provide for the Concession period to end on a date determined by reference to –

- (a) the achievement of a specified

financial objective;

- (b) the passage of a specified number of vehicles or other conveyance;
- (c) such other factors or combination of factors, as may be specified in the order.

#### PART IV CONCESSION AGREEMENT

Concession  
Agreement.

7. (1) The Concession Agreement shall provide –

- (a) for the return to the Minister upon the expiry of the Concession period in accordance with section 14 or at such earlier time as may be provided in the Concession Agreement of all of the Concessionaire's right, title and interest in and to the Bridge, including all improvements comprising the Bridge Project, free and clear of all liens, encumbrances and obligations in connection with the Bridge;
- (b) that all construction works to be performed in connection with the Bridge Project shall be awarded to the prospective contractor offering the best combination of experience and value (in the reasonable determination of the Minister and the Concessionaire) following an open and competitive tender for such construction works;
- (c) that all operation and

maintenance works to be performed in connection with the Bridge Project shall be awarded to the prospective operator offering the best combination of experience and value (in the reasonable determination of the Minister and the Concessionaire) following an open and competitive tender for such operations and maintenance works.

(2) The Concession Agreement shall further provide for such other matters as the parties deem appropriate for the Bridge Project, including –

- (a) nature and scope of works to be performed and services to be provided by the Concessionaire;
- (b) the conditions for provision of those services and the extent of exclusivity of the Concessionaire's rights under the Concession Agreement;
- (c) the assistance that the Minister may provide to the Concessionaire in obtaining licenses and permits to the extent necessary for the implementation of the Bridge Project;
- (d) any requirements relating to the establishment of and minimum capital investment required in connection with the implementation of the Bridge Project;
- (e) the ownership of assets related to the Bridge project and the obligations of the parties, as appropriate, concerning

the acquisition of the project site and any necessary easements and the design, procurement, construction and commissioning of any ancillary infrastructure and roadways;

- (f) the remuneration (if any) of the Concessionaire;
- (g) procedures for the review and approval of engineering designs, construction plans and specifications by the Minister and the procedures for testing and final inspection, approval and acceptance of the Bridge Project;
- (h) the extent of the Concessionaire's obligations to provide the Minister as appropriate, with reports and other information on its operations;
- (i) any rights of the Minister to review and approve major contracts to be entered into by the Concessionaire, in particular with the Concessionaire's shareholders or other affiliated persons;
- (j) guarantees of performance to be provided and insurance policies to be maintained by the concessionaire in connection with the implementation of the Bridge Project;
- (k) the duration of the Concession Agreement;

- (l) the governing law and mechanisms for the settlement of disputes;
- (m) the rights and obligations of the parties with respect to confidential information;
- (n) the nature and types of other support and assistance that may be provided by the Minister or any other competent agency of the Government to enhance the likelihood of the successful implementation of the Bridge;
- (o) the extent to which the relief contemplated by sections 18, 19 and 20 shall apply to contractors and sub-contractors of the Concessionaire;
- (p) the formulae for calculating the amounts of any tolls and toll adjustments, including any applicable caps and restrictions;
- (q) terms and conditions to facilitate third-party financing of the Bridge Project, including authorisation granted to the Concessionaire to assign its interests in the Concession Agreement and to enter into fixed and floating charges with respect to any of its property, as collateral security for project loans; and
- (r) undertakings by the Minister to enter into customary acknowledgments and consents in

respect of any such assignments and charges, including recognition of lender step-in rights in the event of loan defaults (subject to demonstration to the Minister of the lender's technical and financial ability to perform the Concession Agreement).

No guarantees of Bridge Project indebtedness.

8. The Minister shall not be authorised to enter into any guarantees of indebtedness incurred by a Concessionaire to third parties in connection with the implementation of the Bridge Project.

Power of Concessionaire to assign or delegate or sub-contract.

9. (1) The Concession Agreement may authorise the Concessionaire to assign or delegate his rights under a toll order for the Concession period, or any part thereof, subject to such terms and conditions as the Concessionaire, with the prior approval of the Minister in writing, thinks fit or as may be specified in the Concession Agreement.

(2) The Concession Agreement may authorise a Concessionaire to sub-contract its obligations under the Concession Agreement, or any part thereof, subject to such terms and conditions as the Concessionaire, with the prior approval of the Minister in writing, thinks fit or as may be specified in the Concession Agreement.

(3) Every delegation under subsections (1) and (2) is revocable by the Concessionaire with the prior approval of the Minister in writing and the delegation of the rights and obligations shall not preclude the performance of those rights and obligations by the Concessionaire.

Exercise of functions by Concessionaire.

10. A toll order may authorise the Concessionaire to exercise such functions in relation to the Bridge as may be specified in the order.

Exercise of

11. A function exercisable by the Concessionaire may

functions by Government. be exercised by the Government –

- (a) in the event of a national emergency declared by the President; or
- (b) if the Minister determines that –
  - (i) its exercise is necessary or expedient in the interests of public safety; or
  - (ii) the Concessionaire has defaulted in the performance of its obligations under the Concession Agreement (following the expiry of all applicable cure periods in the Concession Agreement and any direct agreement relating thereto with project lenders); save that the Minister shall not be liable for anything done or omitted by the Concessionaire in the exercise or purported exercise of its authority under this section.

Duty to maintain Bridge.

**12.** The Concessionaire shall –

- (a) maintain the Bridge in good repair and condition, in accordance with internationally accepted engineering and operating practices and otherwise as provided in the Concession Agreement; and
- (b) comply with such design, construction, operating, maintenance and safety standards as may be specified in the Concession

Agreement or otherwise prescribed.

Closure of  
Bridge.

13. (1) Subject to subsection (3), the Concessionaire may close the Bridge to traffic in order to perform maintenance or repair work on the Bridge for such time as is necessary to do the work.

(2) The Concessionaire –

- (a) may close the bridge on the occurrence of an accident that endangers the life, health or safety of persons using the Bridge; and
- (b) shall as soon as practicable after such closure, notify the Minister thereof.

(3) Where, save for emergencies, the Concessionaire plans to close the whole or part of the Bridge for more than seventy-two hours, the Concessionaire shall –

- (a) give to the Minister at least thirty days written notice or such shorter period as may be agreed with the Minister; and
- (b) not commence the closure without the approval of the Minister.

(4) Every person who uses any part of the Bridge while it is closed to traffic in accordance with this section –

- (a) does so at his own risk; and
- (b) neither the Concessionaire nor the Government shall be liable for any injury, loss or damage sustained by that person.

(5) Where the Bridge or part thereof is closed, the Concessionaire shall notify the public of such closure by –

- (a) placing signs in conspicuous positions on the Bridge; and
- (b) the publication of a notice in a local daily newspaper.

(6) Any person who uses the Bridge in contravention of this section commits an offence.

Transfer on  
termination of  
Concession  
Agreement.

14. (1) Where the Concession Agreement terminates or is terminated Before the end of the Concession period, then, subject to any direct agreement relating to the security assignment of the Concession Agreement for the benefit of the project lenders, until appropriate arrangements are made by the Concessionaire and any person and approved by the Minister, the Minister –

- (a) shall take reasonable steps to secure the appointment of a new Concessionaire; and
- (b) may collect and retain tolls in the same way as the Concessionaire, for a period of not more than two years until a new Concessionaire is appointed or an extension toll order takes effect or the Concession period ends.

(2) A Concession Agreement may contain a provision as to the circumstances in which, and extent to which, any sum received by the Minister by way of tolls collected by virtue of subsection (2) (b), is to be applied for the benefit of the former Concessionaire or his creditors, as the case may be.

**PART V  
TOLL**

Recovery of unpaid toll.

**15.** (1) Any person who fails to pay a toll in accordance with this Act or any regulations made thereunder, commits an offence.

Payment of toll.

**16.** (1) Toll shall be paid to the Concessionaire –

- (a) if a Toll Device is not attached to the vehicle, by the person in whose name the vehicle is licensed or the driver;
- (b) if a Toll Device is attached to the vehicle, by the person to whom the Toll Device is registered.

(2) Photographic or electronic evidence of the use of the Bridge shall be proof, in the absence of evidence to the contrary, of any obligation to pay a toll.

**PART VI  
GENERAL**

Reports by Concessionaire.

**17.** The Concessionaire shall, in respect of each quarterly period, submit a report to the Minister in the form and manner determined by the Minister.

Exemption from stamp duties.  
c. 80:01

**18.** (1) Notwithstanding anything in the Tax Act, all deeds, contracts, conveyances, transfers, receipts, agreements, incorporation documents and any other document, made or given by the Minister under this Act or by the Concessionaire in connection with the Bridge Project (including but not limited to any and all documents creating collateral security over the Concessionaire's assets to secure financing for the Bridge Project) shall be exempted from Stamp Duties and Registrar Fees and charges.

(2) To the extent set forth in the Concession

Agreement, the benefits and privileges of this Section may be extended to contractors and sub-contractors or the Concessionaire.

Exemption  
from import  
duties.

19. (1) All goods, equipment or services imported for purposes of the design, construction, expansion, rehabilitation, repair, testing or commissioning of the Bridge Project shall be exempted from taxes, import duties, purchase tax, consumption tax, motor vehicle taxes and all other taxes, license fees and other similar fees or charges.

(2) The Concession Agreement shall be deemed a Government Contract for the purposes of the First Schedule, Part III, Paragraph (1)(B)(ii), Item 12 of the Customs Act.

(3) To the extent set forth in the Concession Agreement, the benefits and privileges of this section may be extended to contractors and sub-contractors of the Concessionaire.

Income tax  
holiday.

20. (1) All income earned by the Concessionaire shall be exempted from corporation tax, income tax and withholding tax for the duration of the Concession Agreement or for the extended periods that the Minister responsible for Finance may deem necessary, on being satisfied that the terms and conditions of the Concession Agreement may be amended or varied.

(2) All dividends payable by the Concessionaire to a shareholder (including any shareholder holding preference shares) shall be exempted from corporation taxes, income taxes and withholding tax.

(3) All interest paid by the Concessionaire to investors in securities the Concessionaire shall be exempt from corporation taxes, income taxes and withholding tax.

(4) All income earned by a contractor or sub-contractor pursuant to the Concession Agreement shall be

exempted from income tax for the Concession period.

Regulations.

**21.** (1) Subject to negative Resolution of the National Assembly, the Minister may make regulations generally for carrying out the provisions of this Act.

(2) Without prejudice to the generality of the foregoing, such regulations may provide for –

- (a) safety and protection of the Bridge Project;
- (b) traffic, shipping or navigation rights relating to or incidental to the Bridge Project;
- (c) subject to sections 18, 19 and 20, fees and costs chargeable for any act to be performed under this Act;
- (d) the penalties for the contravention of any offence under this Act; and
- (e) such other matter as may be necessary to carry out the purposes of this Act.

Authorisation  
to invest.

**22.** Subject to the approval of the Minister of Finance and the restrictions or conditions as the Minister may impose in his discretion, the New Building Society shall be authorised to invest in securities issued by the Concessionaire.

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SUBSIDIARY LEGISLATION

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**BERBICE RIVER BRIDGE (COMMENCEMENT  
OF OPERATIONS) REGULATIONS**

*made under section 21*

Citation.

1. These Regulations may be cited as the Berbice River Bridge (Commencement of Operations) Regulations.

Interpretation.

2. In these Regulations –

“Approaches to the Bridge” means such areas near to the Eastern and Western ends of the Bridge as may be declared by the Minister;

“Bridge” means the Berbice River Bridge that stretches over the Berbice River at Crab Island on the East Bank of the Berbice River to D’Edward on the West Bank of the Berbice River;

“Board” means the Board of Directors of the Concessionaire;

“Chief Executive Officer” means the person designated by the Board to operate or be in charge of the Bridge and includes any other person for the time being authorized by the Board to perform those functions;

“Deep Draught Vessel” means a vessel of a draught of more than 3 metres;

“Shallow Draught Vessel” means a vessel of draught of not more than 3 metres;

“Road traffic” means any traffic other than pedestrian and pedal cyclist traffic;

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“traffic” includes goods vehicles, vehicles carrying persons and animals and motor cycles but does not include river traffic;

“vessel” means every description of water craft used or capable of being used as a means of transportation on the water (COLREG);

“foreign Going Vessel” means a vessel not registered locally and not operated by a local master.

(2) Any reference in these Regulations to river traffic shall be construed as including a reference to any vessel requiring, by reason of the dimensions of the vessel, the cargo or anything in tow and the state of the tide, that the retractor span of the Bridge be opened to enable the vessel to pass through the Bridge.

Functions of  
the Chief  
Executive  
Officer.

3. (a) Subject to these Regulations, the Chief Executive Officer shall have exclusive control of the Bridge and Bridge Zone, and of all traffic passing over, through, or under the Bridge.
- (b) Subject to the requirements for the period of the opening of the retractor span of the Bridge for the purpose of enabling vessels to pass through the Bridge, the Chief Executive Officer shall use his best endeavours to keep the Bridge open to road traffic.
- (c) Without prejudice to the generality of the foregoing provisions of this Regulations, the Chief Executive Officer shall have authority –
- (i) to direct the opening and closing of the retractor span of the Bridge;

- (ii) to direct the opening and closing of any barrier on the Bridge;
- (iii) to regulate, prohibit or restrict traffic from being on or crossing over the Bridge;
- (iv) to remove from the Bridge any vehicle which stops on the Bridge by reason of mechanical failure or for any other reason;
- (v) to search any vehicle, container or package about to cross or to be conveyed across the Bridge to ascertain in so far as is reasonably required in the interest of public safety in the use of the Bridge whether any explosive or dangerous or noxious matter is contained therein;
- (vi) to do all such acts as he may consider necessary to facilitate traffic over, under or through the Bridge, to ensure safety in its use and to prevent damage to it.

Traffic signs.

- (d) When the Bridge is closed to road traffic, barriers shall be placed across the Bridge approaches at each end of the Bridge.

Opening of retractor spans of Bridge for vessels.

- 4. (a) The master of any vessel requiring the retractor spans of the Bridge to be opened shall communicate by radio, telephone or in writing to the Chief Executive Officer at least 36 hours in

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advance of the expected transit to inform him of his request to pass through the Bridge, including the time of intended passage and other relevant particulars of the vessel.

- (b) The master of any Foreign going vessel requiring to pass under the high span or through the retractor spans shall do so using local licensed Pilots.
- (c) For the purpose of this Regulation, "Bridge-Zone" means the area bounded by the banks of the Berbice River on the East and West up to the Mean High Marks at Spring Tides on either side and on the North by an imaginary line drawn across the River from the North boundary of Fort Ordance Land on the East Bank to the North boundary of Cotton Tree on the Western Bank, and on the South by an imaginary line drawn across the River from the Southern boundary of Fort Ordance Land on the Eastern bank to the Southern boundary of D'Edward on the West Bank.
- (d) Before proceeding into the Bridge Zone, the master of the vessel shall, on reaching the limits on either side of the Bridge Zone, raise the Chief Executive Officer on Very High Frequency radio on channel sixteen (156.8 megahertz) and maintain radio contact with him on Very High Frequency radio channel six (155.3

megahertz) or on any mutually convenient frequency, until the vessel is finally cleared through the Bridge.

- (e) Where vessels are at anchor or at berth, contact shall be established before moving, and this contact shall be established either by telephone and/or radio through the Berbice Pilot Station, and by the master or agents of the vessels, and a definite time agreed upon for the opening of the Bridge.
- (f) When the Bridge is opened, notice shall be given to the vessel which shall then proceed into the Bridge zone and transit.
- (g) Where vessels are already underway and are north bound, the Master of a vessel shall before passing the Southern boundary of Crab Island on the East Bank of the Berbice River establish contact as in paragraph (3) and obtain confirmation that the Bridge shall be opened before the vessel passes the southern limit of the Bridge Zone.
- (h) Where vessels are already underway and are South bound, the Master of a vessel shall before passing the northern boundary of Crab Island on the East Bank of the Berbice River establish contact as in paragraph (3) and obtain confirmation that the Bridge shall be opened before the

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vessel passes the Northern limit of the Bridge Zone.

- (i) Masters of all vessels shall before passing the northern or southern limits of the Bridge Zone, ascertain by visual observation, radio communication, or other means, that the Bridge is open.
- (j) As soon as practicable after the request has been made, subject to the time of the request and the requirements of the road traffic, the Chief Executive Officer shall direct all road traffic to stop and shall open retractor spans.
- (k) The Chief Executive Officer shall acknowledge the request of any vessel requiring the retractor spans to be opened by the following lights displayed on each control cabin of the Bridge –
  - (i) two red lights indicating that the Bridge cannot be opened immediately and that the vessel must wait;
  - (ii) two green lights indicating that the Bridge has been opened and that the vessel may proceed through the Bridge.
- (l) When the retractor spans are about to be closed to river traffic, the Chief

Executive Officer shall display two red lights as in sub-paragraph (k) (i) and also sound with an efficient sound signaling apparatus six short blasts and the Chief Executive Officer shall also communicate on the radio with other vessels in close proximity of the Bridge informing them that the Bridge is about to be closed.

- (m) The master of any vessel requiring the retractor span to be opened shall, until the signal to proceed has been given, remain at such a distance and under such control as may be necessary, to keep the signal lights displayed on the control cabin of the Bridge clearly in view.

Shallow draught vessels with clearance exceeding 10.9 metres.

5. (a) Shallow draught vessels with vertical clearance in excess of 10.9 metres, that is to say, measuring from the waterline to the uppermost projections of the vessels which cannot transit the high level span, shall be allowed to transit the retractor span under the following conditions –

- (i) The retractor spans of the Bridge shall be opened for these vessels at scheduled times which shall be fixed by the Board, and shall be amended from time to time as it deems fit, and these times shall be published.

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- (ii) When the retractor spans of the Bridge are open for the purpose of allowing vessels to transit the Bridge, vessels with the tidal current on their stem shall not be permitted to transit the Bridge before vessels which are stemming the tide.
- (b) Vessels passing through the Bridge shall be directed in the following manner –
  - (i) the display from the Bridge of two green lights to mean that the vessel is permitted to proceed through the Bridge;
  - (ii) the display from the Bridge of two red lights to mean that the vessel must stop and await further instructions.
- (c) Vessels desirous of anchoring in the vicinity of the Bridge awaiting a scheduled opening, shall anchor at a distance of not less than 4 Km north or south of the retractor span of the bridge.

Vessels when transiting the Bridge shall do so in single file and at no time shall vessels transit the Bridge abreast of each other.
- (d) When any vessel is required to shunt or push another vessel through the Bridge, special permission shall be

obtained from the Chief Executive Officer prior to the time intended to transit the Bridge.

When a scheduled opening for shallow draught vessels coincides with the time requested for the passage of a deep draught vessel, the deep draught vessel shall have priority over the shallow draught vessel.

Prohibition against stopping.

6. No vehicle shall stop on the Bridge unless required to do so by the Chief Executive Officer or any person lawfully carrying out his instructions.

Operation of machinery.

7. No person, other than the Chief Executive Officer or another authorized person shall operate or in any way tamper with any machinery relating to the operation of the Bridge or any lights thereon.

Conditions of user.

8. (a) The Minister may, after consultation with the Commissioner of Police, prescribe the conditions subject to which road traffic may cross or use the Bridge and where conditions are prescribed, the Chief Executive Officer shall cause notices to be posted at both approaches to the Bridge setting out the conditions.

(b) Without prejudice to the generality of the powers of the Minister under paragraph (a) to prescribe conditions –

(i) no animal drawn vehicle, hand cart, snow-cone carts, pedal cyclist, pedestrian or other vehicles of

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- similar types shall be on the Bridge at any time;
- (ii) no cattle, ridden, driven or led on the hoof shall be on the Bridge at any time;
  - (iii) no vending of any kind shall be permitted on the Bridge or the approaches to the Bridge or in such other contiguous areas as may be defined by the Minister;
  - (iv) no unauthorized stopping, parking or overtaking of vehicles shall be allowed on the Bridge or the Bridge approaches;
  - (v) vehicles weighing in excess of 32 metric tonnes gross or measuring in excess of 2.5 metres in width including any projections on either side shall not be allowed to cross the Bridge without the permission of the Chief Executive Officer;
  - (vi) vehicles that do not roll on pneumatic tyres shall not be allowed to be driven or towed on the Bridge. Any vehicle that is disabled or being disabled must be remove and return in the direction of origin;
  - (vii) no two motor cyclists shall be allowed to ride abreast on the Bridge;
  - (viii) no U-turns, overtaking or reversing shall be allowed on the Bridge or the approaches to the Bridge.

Illumination of  
the high span.

9. The highest section of the high level span shall be illuminated by a series of lights in the following manner –

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- (i) on the eastern side, a series of flashing red lights in a vertical line;
- (ii) on the western side, a series of flashing green lights in a vertical line;
- (iii) on the northern and southern sides, a series of white lights.

Investigation of damage to bridge.

**10.** The master or owner of any vessel which causes damage to the Bridge or any part thereof shall be notified of the damage and the date and time fixed for the official investigation. The investigation shall be carried out by MARAD and a person or persons appointed by the Board for the purpose of determining the extent of the damage. A representative of the owner of such vessel shall be permitted to be present during such investigation.

Owner of vessel to be responsible.

**11.** If after investigation it is established that the damage to the Bridge was caused by the vessel, the owner or agent of the vessel shall pay to the Concessionaire such sums as Chief Executive Officer shall under his hand certify as being the cost of repairs rendered necessary by reason of such damage, or deposit with the Concessionaire a bond or surety the equivalent in value to the cost of the damage.

Damage done to bridge, bridge zone, beacon or buoy.

- 12.** (a) A person shall not either wilfully or negligently –
- (i) damage any part of the Bridge or the lights exhibited thereon, or any buoy or beacon in the Bridge-Zone;
  - (ii) remove, alter, or destroy any part of the Bridge, or any buoy or beacon in the Bridge-Zone;
  - (iii) make fast to or run afoul of any buoy

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or beacon in the Bridge-Zone

- (b) Any master or owner of any vessel acting in contravention of this regulation, shall in addition to the expenses of making good any damage so caused, be liable for each offence to a fine of one hundred thousand dollars (\$100,000) or to imprisonment for six months.

Right of refusal  
of any vessel.

13. The Board or the Chief Executive Officer may in their discretion, refuse passage to any vessel which in their opinion is unseaworthy or of which the owner is more than 30 days in arrears of payment to be effected under Regulation 11.

Offences.

14. (a) Any vessel which attempts to or enters the bridge zone without a formal request or permission granted to enter the said zone shall be liable to a fine of one hundred thousand dollars (\$100,000).

(b) Any master or owner of vessels who gives false information to the Concessionaire's Chief Executive Officer when making a request for transiting the High Span or the Retractor span shall be liable to a fine of two hundred thousand dollars (\$200,000).

Offences.

15. Any person who –  
(a) being a pedestrian and who attempts to access or gains access to the bridge or any part thereof;

- (b) takes or permits an animal to be on the Bridge in contravention of these Regulations;
- (c) obstructs or disobeys any instructions given by the Chief Executive Officer or any person from lawfully carrying out his instructions under these Regulations;
- (d) disobeys or disregards any signal displayed on the Bridge;
- (e) loiters on Bridge and refuses to proceed when requested by the Chief Executive Officer or any person lawfully carrying out his instructions;
- (f) writes upon, defaces or in any way damages the Bridge or damages or removes without authority any board, plate or notices on any part of the Bridge or the approaches thereto; or fails to comply with any of the other provisions of these Regulations shall be liable on summary conviction to a minimum fine of ten thousand dollars (\$10,000).