CITY OF PORTLAND, MAINE

TERMINAL TARIFF FMC NO. 7
Replacing Tariff 6B

-NAMING-

RATES, CHARGES, RULES AND REGULATIONS

-AT-

THE PORT OF PORTLAND, MAINE

www.portofportlandmaine.org

-FOR-

PILOTAGE, DOCKAGE, WHARFAGE, DEMURRAGE AND OTHER SERVICES DESCRIBED HEREIN

EFFECTIVE May 27, 2016

Posted
TARIFF

This Tariff has been promulgated by the City of Portland, Maine
as applied to
The Portland Ocean Terminal at the Maine State Pier
and
Ocean Gateway Marine Terminal*

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Posted on the City of Portland website at:
www.portofportlandmaine.org

* Note: **The International Marine Terminal** is operated by the Maine Port Authority and subject to a separate posted tariff at http://www.maineports.com/#!international-marine-terminal/c1n20

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RULES, REGULATIONS, and CHARGES at the MARINE TERMINALS of PORTLAND, MAINE

1. DEFINITIONS

CARGO:

The term "cargo", except where specified otherwise by lease or written agreement, shall mean with respect to containerized cargo, the contents of the containers and the container itself, whether loaded or empty

CHECKING:

Checking means the service of counting and checking the cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

CONTAINER:

The term "container" shall be held to mean all standard, permanent type containers 20' and over used for the movement of cargo as a unit. All other containers will be considered as general cargo and subject to terms and conditions afforded to general cargo.

DEMURRAGE (Wharf):

Wharf demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless prior arrangements have been made for storage.

DIRECTOR:

Director means the City of Portland Director of Port, Terminal Manager or designee.

DOCKAGE:

Dockage means the charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel berthed.

FREE TIME:

Free time means the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING:

Handling means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

LOADING AND UNLOADING:

Loading and unloading means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

POINT OF REST:

Point of rest means that area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. All cargo must be placed at the

designated point of rest. The Terminal Operator reserves the right, upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has the custody.

RORO:

The term "RoRo" or roll on – roll off, shall be held to mean wheeled cargo, other than automobiles and containers/trailers, which can be driven onto or off of a specially constructed vessel.

STEVEDORE:

A person/partnership/corporation currently operating in the stevedoring trade for a minimum of two (2) years and qualified to perform all the following duties: (1) line handling, (2) loading or unloading vessels, and (3) managing the affairs of a ferry service or cruise line (common carrier) on Terminal property for the purposes of managing cargo operations, including containers, vehicles, roll on-roll off cargoes, and/or passenger operations. The duties described in this paragraph are referred to herein as "Stevedoring Services."

TERMINAL:

The term "terminal" shall be held to mean those portions of the deepwater marine terminals owned and operated by the City of Portland for public use, including the Portland Ocean Terminal, Maine State Pier, and Ocean Gateway Terminal.

Note: The International Marine Terminal (IMT) is partially owned by the City of Portland, but is operated in its entirety by the Maine Port Authority and subject to a separate posted tariff.

TERMINAL OPERATOR:

Where the term, TERMINAL OPERATOR is used in this tariff it shall be held to mean the City of Portland, Maine or it's lessee. The Terminals are neither common carriers nor public utilities and the Director is the sole interpreter of this tariff.

TERMINAL STORAGE:

Terminal storage means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TON:

The word "ton" as used in this tariff, shall be held to mean 2,000 pounds unless otherwise specified.

USAGE:

Usage means the use of terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

VESSEL:

When the term "vessel" is used in this tariff, it shall be held to mean floating craft of

every description.

WHARFAGE:

Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include any other service.

2. GENERAL RULES AND REGULATIONS

a. APPLICATION FOR BERTH ASSIGNMENT

All vessels desiring a berth at a terminal shall, as far in advance of the date of docking as possible, make application therefore in writing to the Director, specifying the estimated date and time of arrival and/or sailing, also the number of passengers and crew, and nature and quantity of cargo on board the vessel. The vessel will be required to supply the Terminal Operator with a true and legible copy of the manifest of cargo, (including the dangerous cargo manifest) loading list, or other transportation documents as may be required, at the earliest possible opportunity and in any event, no later than at the time operations commence. Upon request, the vessel will make available a revenue manifest. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.

b. NOTICE OF RELEASE OF BERTH

When for reasons over which the applicant has no control, It becomes necessary to cancel or postpone berthing assignments, due notice (24 hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Terminal Operator reserves the right to assess against the vessel, owner or operator a dockage charge of one days dockage based on $1.75 per foot of LOA and to use the berth for other purposes. c. USE OF TERMINAL FACILITIES

The use of the facilities under the jurisdiction of and operated by the City of Portland shall constitute consent to the terms and conditions of this Tariff, and evidences an agreement on the part of all vessels, their owners or agent, and other users of such facilities to pay all charges specified in this Tariff and to be governed by all rules and regulations herein contained.

c. MOVEMENT OF VESSELS

Vessels are to move or vacate the Terminal facilities at the direction of the Director. Whenever necessary for the proper operation of the Terminal, the Director may order the vessel to move at the vessel's expense. Any vessel which is not moved promptly upon

notice to do so may be shifted, and any expense involved, to include labor costs, idle cost for labor and equipment, damage to the vessel or other vessels or to the dock during such removal shall be charged to the vessel. Vessels berthing at the Terminal shall at all times have on board sufficient personnel to move said vessel for the protection of the ship and the port. Lastly, this section may be enforced in accordance with ME. Rev. Stat. Ann title. 38 s 5 (1988), the "Harbor Master Statute," as it may be amended from time to time, and by any other remedy available at law or in equity.

d. SAFETY

All parties using the Terminals are required to observe and conform with any and all municipal, state, and federal laws, ordinances and regulations, including, but not limited to OSHA, USGC, EPA and shall remain responsible for any violations of said regulations

e. APPLICATIONS OF RATES

The rates, charges, rules and regulations in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff, or the effective date of supplements, or reissues. Rates will apply to the facilities at the Portland, Maine Terminals as shown on the Property Plan.

f. DANGEROUS AND HAZARDOUS CARGOES

Vessels laden with explosives or other hazardous or highly inflammable cargo will not be allowed within the berthing limits of any pier, dock or bulkhead, or other terminal structure. Only after vessels have applied for and received all local, state and federal permits shall they dock at a terminal. Explosives shall not be stored on the terminal. In the event of a classification dispute, the decision of the Director will be final.

g. OTHER PROHIBITED CARGOES

The City of Portland shall determine what other cargoes shall be deemed prohibited at terminals based upon classification or type. In the event of a classification dispute, the decision of the Director will be final.

h. EXCLUDED CARGOES

The City of Portland excludes the following types of cargoes, in addition to those listed above, from its marine terminals: break-bulk cargoes, unitized or neo-bulk cargoes, and bulk cargoes. Exclusions do not apply to cargo loaded or discharged on behalf of the City of Portland or terminal leaseholds. In the event of a classification dispute, the decision of the Director will be final.

i. INSPECTION OF CARGO

The Terminal Operator may enter upon and inspect any vessel in berth at its terminal to

ascertain the kind and quantity of merchandise or cargo thereon and no person or persons may hinder, molest or refuse entrance upon such vessel for the purpose specified.

j. MANIFESTS OF CARGO

The master of any vessel docked at the Terminal shall before departure of said vessel furnish a copy of the manifest of the inbound cargo discharged at the Terminals. Manifests or summaries of all outbound cargo received at the Terminals for loading shall be furnished to the Director by the vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

k. LEGAL HOLIDAY

The term "Legal Holiday" means and includes the following:

New Years Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Patriots Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day

Presidential and Congressional elections and any other National or State holidays created by Executive Authority

l. PAYMENT OF CHARGES

(1) All charges published in this tariff shall be due and payable upon presentation of an invoice, except as hereinafter specified.

(2) All minimum charges accrue to the account of the Terminal Operator. Any party or business entity doing business under this tariff may apply for credit. Credit, which is extended at the discretion of the Terminal Operator requires payment within 30 days of the date of the invoice. Failure to pay credit accounts when due shall result in cancellation of credit privileges and the reestablishment of cash terms.

(3) Accounts referred to an attorney or an agency for collection shall be subject to a 15 percent surcharge and additional court costs of incurred. In addition to any other rights recognized by law, the right is reserved by the Terminal Operator to withhold delivery of any goods, on which terminal charges published in this tariff are due and payable, until such time as these charges are paid in full.

(4) The Terminal Operator shall have a maritime lien upon the vessel, its cargo and freights for all unpaid charges due the Terminal Operator.

(5) The Terminal Operator reserves the right to deny anyone the use of any terminal until all past due accounts are paid.

(6) Agents or representatives will be held fully responsible for all charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment or other chargeable items, in accord with the rates therefore published in this tariff.

m. DISCHARGING OF RUBBISH

Discarding rubbish or any debris into slips or channels or on the Terminals is strictly prohibited. Violators who do not remove debris or rubbish upon demand by the Director shall be charged with the expense of removal.

n. DISCHARGING SEWAGE, GREY WATER, DIRTY BALLAST, OTHER.

Pumping untreated sewage into the waters of Maine is strictly prohibited by Federal and State law. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the Director while berthed at municipal facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under U.S. Federal Standards is permitted under the authority of the Director. In the event of a classification dispute, the decision of the Director will be final.

o. FUELING WATERCRAFT

No gasoline distillates or other liquid petroleum products, other than lubricating oils may be stored, handled, dispensed, kept or used at the Terminals, except at such places and under such conditions as may be specifically designated by the Director.

Nothing herein shall prevent dispensing of such products at retail from barges to watercraft directly, provided such barges are moored at such places as the Director may indicate.

p. HARBOR SECURITY

When in the sole judgment of the Director security officers are required, they shall be furnished at the expense of the vessel.

q. REMOVAL OF ABANDONED/OBJECTIONALBLE CARGO

The Terminal Operator reserves the right to move abandoned cargo and dispose of such cargo 60 days after notice as well as remove freight or other material which in its judgment is likely to damage other property, to another location, at the risk and expense of the owner.

r. RESPONSIBILITY FOR CLEANING TERMINAL

All vessels, their owners and agents, and all other users of the Terminals shall be held

responsible for cleaning of the property which they have been allowed to use. If such users do not properly clean the facilities or property they have been using, the Director shall order the property cleaned and bill the users responsible at cost plus twenty-five percent.

s. TERMINAL NOT A PUBLIC THOROUGHFARE

The Terminals are not a public thoroughfare and all persons entering thereon do so at their own risk.

No person shall enter upon the Terminals except:

(1) Such persons and their bona fide employees as may be authorized by law and permitted by the Director to engage in the activities for which the Terminal has been provided;

(2) Duly authorized representatives or employees if the City of Portland or its contractors;

(3) Representatives or employees of local, state, and federal government or political subdivisions thereof duly authorized by law to enter thereon;

(4) Other persons granted permission to enter thereon by the Director.

The Director reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person for any reason whatsoever.

t. POLICY OF NON-COMPETITION

It is the explicit policy of the City of Portland that City owned cargo facilities will not be used for any purpose which will unfairly compete or interfere with a private taxpaying facility.

3. LIABILITY FOR NEGLIGENCE

No provision contained in this tariff shall limit or relieve the City of Portland, Maine from liability for its own negligence nor require any user to indemnify or hold harmless the City of Portland, Maine from liability for its own negligence.

4. LIABILITY OF THE TERMINAL

Subject to the provisions of Rule 3, the City of Portland, its officers, agents and employees, or any subsidiaries thereof, shall not be liable of the loss or damage to any watercraft or to any merchandise or cargo at the Terminal resulting from any cause whatsoever unless it is established that such cause was due to its failure to exercise reasonable care.

5. LIABILITY OF VESSELS AND PERSONS USING THE TERMINAL

In the event any damage is done to the wharf or any structures or equipment at the Terminals, the person to whom the berthing is assigned or by whom it is being used and the master, owner, operator or agent of any watercraft, vehicle or instrumentality involved in such damage shall make a full report to the Director, including date and hour damage occurred, names, addresses and descriptions of witnesses and other persons, watercraft or instrumentalities involved in the damage, and all other available facts and information.

All persons to whom any facilities have been assigned shall be responsible and liable to the City of Portland for any damage occurring to such property during their occupancy and/or use, except damage caused by the negligence of the City of Portland, its officers, agents and employees. Subject to the provisions of Rule 1.

6. STEVEDORING, LABOR ARRANGEMENTS AND AGENCY

a. STEVEDORING

Any vessel calling on the Terminal not meeting the following exemptions listed under 6.a.1. must utilize Stevedoring Services from a contractor that is party to a valid Stevedore License Agreement with the City of Portland.

All Stevedoring Services will be arranged by the vessel or its agent, subject to the rules and regulations of the City of Portland. All work must be performed in a manner satisfactory to the Director – from a safety standpoint, but the City of Portland assumes no responsibility for the performance of such work. The stevedoring contractor must be party to a valid Stevedore License Agreement with the City of Portland after paying the required License fee below and having given satisfactory evidence of financial responsibility including insurance to cover potential liabilities for damage to cargo, property of the City of Portland, property of others and personal injury and death claims. Such coverage will not extend to actions resulting from the Port's own negligence.

a. 1. Exemptions:

Vessels that satisfy any one of the following criteria may berth and conduct operations on Terminal property without the services of a Stevedore that is party to a valid Stevedore License Agreement with the City of Portland:

(1) Vessels that are domestic or previously cleared by US Customs, are not carrying manifest freight cargo, and are under 300 feet in length over all;
(2) Barges under contract or control of a tug or tow boat operating under contract or lease with the Terminal;
(3) Vessels operated by firms conducting repair or construction services for the Terminal;

(4) Vessels operated by the United States military.

With the approval of the Director, vessels satisfying any of the exemptions above may utilize their own staff to handle lines and conduct operations while at the Terminal; however, while at the Terminal no vessel may contract with third party firms or individuals to conduct stevedoring services unless such firms or individuals are party to a valid Stevedore License Agreement with the City of Portland.

Notwithstanding the exemptions described above, the Director has the authority to require any vessel to utilize a stevedore that is party to a valid Stevedore License Agreement with the City of Portland at the Director's sole discretion.

b. LABOR ARRANGEMENTS

The vessel or vessel's agent shall be responsible for selecting and arranging for whatever labor it may desire at its expense, subject only to the requirement that the Director must be advised in advance as to said labor arrangements and the certificate of insurance for all laborers must be presented for the CITY'S approval in advance of the berthing of the vessel.

c. INSPECTION OF RECORDS

The records of the vessels agent, stevedore, and/or labor contractor shall be open to inspection by the Director at reasonably convenient times for the purpose of determining compliance with the provisions of this tariff.

7. DOCKAGE, WHARFAGE, DEMURRAGE, PASSENGER, EQUIPMENT AND MISCELLANEOUS CHARGES

a. DOCKAGE CHARGE

(1) PASSENGER SHIPS

The dockage rate at the Terminals shall be as set forth below. Rates are expressed in Dollars per foot in overall vessel length per calendar day or fraction thereof.

A.	Vessels under 1,000 passengers	$2.10 per foot
B.	Vessels over 1000 passengers	Covered under Passenger Fees, e.1, below, unless otherwise negotiated with the Director.

(2) COMMERCIAL VESSELS

Self propelled or non-self propelled vessels not using a terminal to discharge or load cargo shall be assessed Dockage at the rates appearing in the table below. Permission for such Dockage shall be at the sole discretion of the Director. Rates are expressed in Dollars per twenty-four hour period or fraction thereof.

A. Commercial Vessels	$ 2.20 per foot

B. Excursion vessels, government vessels, and private craft. Rates on Request

(3) NON-SELF PROPELLED FUEL BUNKERS AND TANKERS

A charge of $2.00 per foot in overall length with a minimum charge of $275.00 per twenty-four hour period or fraction thereof shall be assessed against seagoing and/or intraport fuel barges berthing or making fast to the city terminal for the purpose of transferring petroleum products between the barge and shore, between the barge and another vessel or due to weather conditions.

(4) MILITARY AND PUBLIC VESSELS

A charge of $350.00 per vessel per day. No charge for crew or dependents. Vessels may be required to provide crew to augment terminal security.

(5) INACTIVE STATUS – LAY BERTHING (LONG TERM)

Vessels in an inactive status and berthed at a terminal shall be assessed a fixed rate of $1.00 per foot per day per 30 day period, minimum 30 days.
Water, electrical and sewage services are available at an additional cost. All vessels in lay up status are subject to a security assessment.

b. WHARFAGE CHARGES

The Wharfage charge shall be:

For Cargo:

1. Liner Service Containers	Each Container	$40.00
2. Empty Containers	Each Container	$20.00
3. Automobiles (loaded or discharged as cargo)	Each vehicle	$ 4.00
4. Security Charge	Each Container	$ 1.50

c. DEMURRAGE CHARGE FOR INBOUND CARGOES

Container Storage Rates

1. Day 1- 10	Each Container	$ 0
2. Day 11 and beyond	Each Container	$25.00

Special Project Cargo Storage Rates

Per sqft/day	$ 0.01
Minimum fee of $50	
Free time is negotiable	

d. DEMURRAGE CHARGE FOR OUTBOUND CARGOES

Container Storage Rates

1. Day 1- 10	Each Container	$ 0
2. Day 11 and beyond	Each Container	$25.00

Special Project Cargo Storage Rates

Per sqft/day	$ 0.01
Minimum fee of $50	

Free time is negotiable

e. PASSENGER CHARGES

e.1. For vessels using the Terminals on a port of call basis, a per-passenger fee shall be charged upon arrival as set forth below.

(1) Port of Call Operations
$6.00 per manifested passenger for vessels under 1,000 passengers
$10.00 per manifested passenger for vessels over 1,000 passengers
(2) International Ferries
$2.50 per manifested passenger will be charged upon arrival.
$2.50 per manifested passenger will be charged upon departure.
(3) Home Port Operations
$3.50 per manifested passenger will be charged upon arrival.
$3.50 per manifested passenger will be charged upon departure.
(4) Excursion Vessels
$1.00 will be charged per manifested passenger upon departure.
(5) Coastal and Inter-Harbor Domestic Ferries
$0.75 per manifested passenger for domestic intra-port ferry service will be charged upon arrival.
$0.75 per manifested passenger for domestic Inter-port ferry service will be charged upon departure.
(6) Intra-Harbor Ferries
Reserved

e.2. For International Ferries, unless superseded by terminal lease:

(1) Recreational Vehicles/Motor Homes on arrival and departure	Each Vehicle	$ 20.00
(2) Passenger Vehicle with Camper/Utility Trailer for arrival and departure	Each Unit	$ 10.00
(3) Tour Busses/Motor Coaches on arrival and departure	Per Day	$200.00
(4) Automobiles on arrival and departure	Per Vehicle	$ 5.00

f. CRANE RENTAL
Section Reserved

g. GANGWAY RENTAL

$500.00 per day or fraction thereof exclusive of operator. Operation of the gangway shall be performed only by persons approved by the Director. The Director reserves the right to terminate the rights of any party renting the gangway in the event of abuse of the equipment or its use or operation outside its rated capacity.

h. FENDER RENTAL

$500.00 per fender per day or fraction thereof exclusive of labor to install/uninstall.

Installation of vendors shall only be done by persons approved by the Director. The Director reserves the right to terminate the rights of any party renting the fenders in the event of abuse of the equipment or its use or operation outside its rated capacity.

i. FRESH WATER

$4.00 per metric ton as determined by a Portland Water District metering device installed at the
Terminal, including labor. All hoses shall be provided by the vessel.

j. STEVEDORING SERVICE PROVIDER LICENSING FEE

An annual fee of $3500is charged for a contract stevedoring service provider. A separate license from the Department is required and will be issued to provider prior to any service.

k. GENERAL CHARGES AND PAYMENTS

All charges published in this Tariff shall be due and payable upon presentation of an invoice.

l. INSURANCE

The rates contained in this Tariff do not include insurance of any kind.

m. SECURITY

The following fees will be charged and will apply to all ships utilizing the facilities. The Facility
Security Officer will determine the level of coverage required.

MARSEC LEVEL 1 - YELLOW - Regular Operations:

Passenger ships carrying under 500 passengers	$ 25.00 per guard/per hour *
Passenger ships carrying over 500 passengers	$2,000.00 12 hours maximum
Commercial, military and research vessels	$ 25.00 per guard/per hour *
Police Officer (minimum 4 hours)	$ 60.00 per officer/per hour

* Seventy two (72) hour notice required, $25.00 per hour without notice

MARSEC LEVEL 2 - ORANGE - Heightened Security:

In addition to the above passenger security fees the following mandatory fees will be charged:

Additional Security Guards	$ 25.00 per guard/per hour
Police Officers (minimum 4 hours)	$ 60.00 per officer/per hour

MARSEC LEVEL 3 - RED - Eminent Threat:

In addition to the above passenger security fees the following mandatory fees will be charged:

Additional Security Guards	$ 25.00 per guard/per hour
Police Officers (minimum 4 hours)	$ 60.00 per officer/per hour

8. CARGO RELAYED OVERLAND

Inward or outward cargo relayed overland via the terminals named herein, when neither movement to or from Portland is by water will be assessed the following charges.

a.	Automobiles and trucks on wheels, self-propelled, uncrated,	Per Vehicle	$ 5.00
b.	Containerized Cargo (full containers) any size:	Each Container	$17.00
c.	Non-containerized or break-bulk cargo	Per Ton	$ 3.00 /metric ton
d.	Special Project Cargo Storage Rates	Per sqft/day Minimum of $50 Free time is negotiable	$ 0.01

9. FREIGHT EXEMPT FROM PROPERTY TAX

The City of Portland shall treat all personal property located at any City Terminal, including the International Marine Terminal, awaiting further transportation (no matter how long such property , regardless of how long such property may be stored at the premises, as exempt from personal property taxation pursuant to 36MRSA section 644 1.G.