

MAINE PORT AUTHORITY

TERMINAL SCHEDULE FMC NO. 1, Rev. 2

-NAMING-

RATES, CHARGES, RULES AND REGULATIONS

-AT-

**THE INTERNATIONAL MARINE TERMINAL
PORTLAND, MAINE**

-FOR-

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

EFFECTIVE: M A R C H 20, 2018

MAINE PORT AUTHORITY
TERMINAL SCHEDULE FMC NO. 1
TERMINAL RULES AND CHARGES AT THE INTERNATIONAL
MARINE TERMINAL, PORTLAND, MAINE

TERMINAL SCHEDULES

Please refer to Rules 1 to 8 for the Maine Port Authority's rates, rules and charges applicable to the International Marine Terminal in Portland, Maine.

1. LIABILITY:

No provision contained in this Schedule shall limit or relieve the Maine Port Authority from liability for its own negligence nor require any user to indemnify or hold harmless the Maine Port Authority from liability for its own negligence. Notwithstanding the above, the Maine Port Authority expressly reserves any and all protection or limitation of liability available to it pursuant to the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et. seq.*, as it may be amended from time to time, as well as any protection or limitation of liability contained in other federal, state or municipal statute or regulation.

2. DEFINITIONS:

AUTHORITY: "Authority" shall mean the Maine Port Authority.

CARGO: Cargo, except where specified otherwise by lease or written agreement, means, 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: Container means 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 Director of the Maine Port Authority, or his 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 at the Terminal 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: "RoRo", or roll on – roll off, means wheeled cargo, other than automobiles and containers/trailers, which can be driven onto or off of a specially constructed vessel.

TERMINAL: The term "Terminal" shall mean the International Marine Terminal in Portland, Maine.

TERMINAL OPERATOR: The term "Terminal Operator" shall mean the Maine Port Authority or its designated operator. The Terminal Operator is not a common carrier nor a public utility and the Director is the sole interpreter of this Schedule.

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 Schedule, shall be held to mean 2,000 pounds unless otherwise specified.

TWENTY EQUIVALENT UNIT (“TEU”): A Twenty Foot Equivalent Unit, or TEU, as used in this Schedule, shall mean a Container of twenty (20) feet in length.

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 Schedule, it shall be held to mean floating craft of every description.

VESSEL OPERATING COMMON CARRIER (VOCC): Is a company that operates its own vessels.

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 a wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of wharf and does not include any other service.

3. 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, or his designee, specifying the estimated date and time of arrival and/or sailing, also the 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 day's

dockage based on \$1.75 per foot of “Length Overall (“LOA”) of the Vessel and to use the berth for other purposes.

c. USE OF TERMINAL FACILITIES

The use of the facilities under the jurisdiction of the Maine Port Authority shall constitute consent to the terms and conditions of this Schedule, 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 Schedule and to be governed by all rules and regulations herein contained.

d. MOVEMENT OF VESSELS

Vessels are to move or vacate the Terminal at the direction of the Director. Whenever necessary for the proper operation of the Terminal, the Director, or his designee, 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 38 M.R.S.A. §5 (1988), commonly known as the “Harbor Master Statute,” as it may be amended from time to time, and by any other remedy available at law or in equity.

e. 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, USCG, EPA and shall remain responsible for any violations of said regulations

f. APPLICATIONS OF RATES

The rates, charges, rules and regulations in this Schedule for services and facilities, shall be applicable on and after the effective date of this Schedule, or the effective date of supplements, or reissues. Rates will apply to the facilities at the International Marine Terminal, Portland, Maine.

g. DANGEROUS AND HAZARDOUS CARGOES

Vessels laden with explosives or other hazardous or highly flammable cargo will not be allowed within the berthing limits of any pier, dock or bulkhead, or other terminal structure without the prior written consent of the Director. It shall be the vessel’s sole responsibility to procure any applicable local, state and/or federal permits before docking at the Terminal. Copies of such permits must be provided to the Director prior to, or with, a request for

permission to dock at the Terminal.

h. OTHER PROHIBITED CARGOES

The Maine Port Authority shall determine what other cargoes shall be deemed prohibited at the Terminal based upon classification or type. In the event of a classification dispute, the decision of the Director shall be final.

i. EXCLUDED CARGOES

Absent written authorization from the Director, the following categories of cargo are excluded from the Terminal: break-bulk cargoes, unitized or neo-bulk cargoes, and bulk cargoes. In the event of a classification dispute, the decision of the Director shall be final.

j. INSPECTION OF CARGO

The Terminal Operator may enter upon and inspect any vessel in berth at the 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.

k. 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 Terminal. Manifests or summaries of all outbound cargo received at the Terminal for loading shall be furnished to the Director, or his designee, 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.

l. PAYMENT OF CHARGES:

(1) All charges published in this Schedule 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 Schedule 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 fifteen (15%) percent surcharge and additional court costs if 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 Schedule 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 Schedule.

m. DISCHARGING OF RUBBISH

Discarding rubbish or any debris into slips or channels or on the Terminal 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 the State of Maine and Portland Harbor is strictly prohibited by Federal and State law. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the Director from a vessel while it is berthed at the Terminal is strictly 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 shall 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 Terminal, 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 Terminal Operator may indicate.

p. HARBOR SECURITY

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

q. REMOVAL OF ABANDONED/OBJECTIOALBLE CARGO

The Terminal Operator reserves the right to move abandoned cargo and dispose of such cargo sixty (60) days after notice, as well as to 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 Terminal 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 Terminal Operator shall order the property cleaned and bill the users responsible at cost plus twenty-five percent.

s. TERMINAL NOT A PUBLIC THOROUGHFARE

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

No person shall enter upon the Terminal except:

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

(2) Duly authorized representatives or employees of the Terminal Operator, 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 Terminal Operator.

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 Maine Port Authority that Terminal will not be used for any purpose which will unfairly compete or interfere with a private taxpaying facility.

4. LIABILITY OF THE TERMINAL

Subject to the provisions of Rule 1, the Terminal Operator, its directors, officers, agents and employees, or any subsidiaries thereof, shall not be liable for the loss or damage to any vessel, 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 Terminal Operator's 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 Terminal, 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, vessel, vehicle or instrumentality involved in such damage shall make a full report to the Director, including: the date and hour that the damage occurred; the names, addresses, and telephone numbers of any witnesses to the incident; any watercraft, vessel, vehicle or other instrumentality involved in the incident; and, all other available facts and information relating to the incident.

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

6. STEVEDORING, LABOR ARRANGEMENTS AND AGENCY

a. STEVEDORING

All stevedoring (loading, handling, or discharging of vessels, as well as line-handling for the purposes of mooring or letting go of vessels) will be arranged by the vessel or its agent, subject to the rules and regulations of the Terminal Operator. All work must be performed in a manner satisfactory to the Director – from a safety standpoint, but the Terminal Operator assumes no responsibility for the performance of such work. The stevedoring contractor must have been approved by the Authority 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 Terminal Operator, property of others and personal injury and death claims.

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 a certificate of insurance covering all laborers must be presented for the Terminal Operator's approval not less than twenty-four (24) hours prior to 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 Schedule.

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

a. DOCKAGE CHARGE

(1) COMMERCIAL VESSELS

Self-propelled, or non-self-propelled, vessels not using the 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 discretion of the Director. Rates are expressed in United States 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 |

(2) 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 intra-port fuel barges berthing or making fast to the Terminal for the purpose of transferring petroleum products between the barge and shore, between the barge and another vessel, or due to weather conditions.

(3) 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.

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

Vessels in an inactive status and berthed at the 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. Loaded Containers | Each Container | \$ 45.00 |
|----------------------|----------------|----------|

4. INCREMENTAL TEU CONTAINER VOLUME INCENTIVE DISCOUNT:

Upon reaching a total of 5,000 TEU's, the VOCC shall receive a discount of \$2.00 per TEU for each TEU from 1 to 5,000;

Upon reaching a total of 20,000 TEU's, the VOCC shall receive a discount of \$4.00 per TEU for each TEU from 10,001 to 20,000.

The maximum incentive available to any VOCC for calendar year 2018 shall be \$65,000.

| | | |
|---|----------------|----------|
| a. Containerized Cargo (full containers) any size | Each Container | \$ 17.00 |
|---|----------------|----------|

b. Demurrage Charge For Inbound Cargoes
(Container Storage Rates)

| | | |
|-------------------|-----------------------|---------|
| Day 1 to Day 10 | | \$ 0.00 |
| Day 11 and beyond | per container/per day | \$25.00 |

Non-Containerized Cargo Storage Rates

\$0.01 per sq. ft./day
Free time is negotiable

c. Demurrage Charge For Outbound Cargoes
(Container Storage Rates)

| | | |
|-------------------|-----------------------|---------|
| Day 1 to Day 10 | | \$ 0.00 |
| Day 11 and beyond | per container/per day | \$25.00 |

Non-Containerized Cargo Storage Rates

\$0.01 per sq. ft./day
Free time is negotiable

The Terminal Operator shall treat all personal property located at the Terminal awaiting further transportation (regardless of how long such property may be stored at the premises) as exempt from personal property taxation to the extent permitted by state and/or municipal law.

d. Crane Rental

The Liebherr LHM 320 Mobile Harbor Crane which will be supplied without operators and signalmen and must be worked by Terminal Operator approved crane operators and operated within its rated capacity. The crane operators shall be under the sole supervision of the party renting or making use of the crane. The supervisor must be qualified to direct the operation of the crane and acting under a valid Stevedoring License with the Maine Port Authority or under the authority of the Director. The hourly charge for use of the crane will be as follows:

\$500.00 per hour or fraction thereof, two-hour minimum, including fuel.

e. 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.

f. 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.

g. Stevedoring Service Provider Licensing Fee

An annual fee of \$400.00 is charged for a contract stevedoring service provider. A separate license from the Maine Port Authority is required prior to the provision of any stevedoring services at the Terminal.

h. General Charges And Payments

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

i. Insurance

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

j. Security

The following fees will be charged and will apply to all vessels utilizing the Terminal. The Director will determine the level of coverage required.

\$30.00 per guard/per hour

Should the Director determine that police officers are needed, the cost for such services will be billed, without mark-up, to the vessel.

Security must be ordered by the vessel, or its designated agent, no less than 24 hours in advance of the vessel's arrival at the Terminal. Inadequate notice, or changes made to the order less than 24 hours prior to arrival, may result in the assessment of a \$200 fee per occurrence.