

Port of Lewiston - Tariff No. 003  
Effective July 1, 2012

**Port of Lewiston  
Terminal Tariff  
Naming:  
Rules and Regulations  
Governing  
Port Services and Privileges  
Throughput & Other Terminal Charges and Rates**

**Applying at  
The Port Of Lewiston Container Yard  
at Lewiston, Idaho  
County of Nez Perce**

**Note: This Tariff is filed electronically with  
the FMC under ATFI and cancels Port Of Lewiston  
Tariff FMC-T No. 002**

**By Authority of the  
Port of Lewiston Commission  
Lewiston, Idaho 83501**

**Effective: July 1, 2012**

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**Section 1. Application of Tariff**

- 1.1 **Effective Date** ó This Tariff shall be effective from the date as shown on the cover page.
- 1.2 **Note to Public** ó This Tariff is notice to the public that the rates, charges, rules, and regulations contained herein apply to all users with specific notice or quotation. The paper Tariff is filed only as a convenience for use of customers of the Port of Lewiston. It reflects the Port of Lewiston Tariff No. 003, filed electronically with the Federal Maritime Commission as required under 45 CFR 514. The official Tariff is contained in the FMC's ATFI System.
- 1.3 **Reservation of Agreement Rights** ó The Port of Lewiston reserves the right to enter into agreements with common carriers, shippers and/or their agents and other facility users concerning rates and service providing such agreements are consistent with existing local, state and federal regulations.

**Section 2. Performance of Services on Port Facilities**

- 2.1 **Rights of Operation Reserved** ó The Port of Lewiston reserves the right to perform and furnish all equipment, supplies and material in connection with the operation of its marine terminal facilities. No person, firm or corporation shall be allowed to perform any services on the terminal facilities without written permission from the terminal. Those permitted to perform services shall apply, as well as adhere to, this Tariff and any additions, revisions, or supplements.

**Section 3. Abbreviations**

Cts	-	Cents
\$	-	Dollar
%	-	Percent
FMC	-	Federal Maritime Commission
Ft	-	Foot or Feet
Lbs.	-	Pounds
NOS	-	Not otherwise specified

**Section 4. Definitions**

- 4.1 **"Port" or "P.O.L."** refers to the Port of Lewiston.

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- 4.2 **“Containerized Cargo”** is any cargo, which is shipped in ocean carrier’s marine containers.
- 4.3 **“Containers”** are defined as intermodal containers in 20’/ 40’/ 45’/ 48’/ 53’ lengths, rigid or collapsible, with or without wheels, of such type, size and construction as to meet ISO specifications for stacking and marine transport.
- 4.4 **“Facility User”** means persons, firms or corporations authorized, invited or providing services, labor, material, supplies or equipment on Port marine terminal facilities or who are using or receiving the services of the Port and/or its marine terminal facilities. “Facility User” includes but is not limited to ocean carriers, inland water and land carriers (including rail and truck), and the owners, shippers and consignees of cargo or merchandise.
- 4.5 **“Ton” or “short ton”** is equivalent to 2,000 pounds.
- 4.6 **“Metric ton”** is equivalent to 2,204.6 pounds.

**Section 5. Conditions Governing Provision of Services or Conduct of Operations on Port Facilities**

Facility Users providing services, labor, material, supplies or equipment on Port marine terminal facilities or who are using or receiving the services of the Port and/or its marine terminal facilities (excluding only employees of the Port) do so subject to the following conditions:

- 5.1 **Independent Contractors** ó In any service relationship with the Port Facility Users shall be independent contractors, each to the other, and they shall not be agents or employees, one for the other or for the Port, for any purpose.
- 5.2 **Use of Facilities Deemed Acceptance of Tariff** ó Uses of the terminal facilities shall be deemed an acceptance of this Tariff along with all the specified terms and conditions contained herein. The Port reserves the right to set work and safety rules, conditions for use and operations procedures applicable to specific locations or operations within the Port’s facilities in addition to commercial rules stated in this Tariff. It is the responsibility of the user to be aware of the physical characteristics of the facilities, the terms of this Tariff and all rules or conditions applicable for activities at the facilities of the Port.
- 5.3 **Specific Commodity Rates Prevail** ó Rates provided for specific commodities will prevail over Not Otherwise Specified (NOS) rates and any general commodity rate. When no specific or NOS rates are set forth in this Tariff, such charges shall be based on a time, equipment and materials basis.
- 5.4 **Compliance with Law; Workmanlike Performance** ó As a condition to the right to conduct business or operate on Port property, Facility Users warrant that all operations by Facility User and its employees, agents, contractors or

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subcontractors, will be conducted at all times in compliance with applicable federal and state law or regulation and with necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner. The conduct of such business or operations on Port property shall be deemed to be an offer of such warranty, and its acceptance by the Port. If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages, expenses or liabilities, such Facility User shall defend, indemnify and save harmless, and reimburse the Port for and against any such any losses, suits, claims, damages or liabilities, claims, damages, expenses or liabilities (including attorneys' fees incurred by the Port).

5.5 **Indemnity** ó Each Facility User shall indemnify and hold harmless the Port, its employees or agents from and against any claims, damages, losses, and expenses (including attorneys' fees) for injury to or death of any person, (including employees of the Port), or from damage to or destruction of property (including property of the Port), arising from or related to the operations of the Facility User, its employees, agents, contractors or subcontractors, provided, however, this paragraph shall not be construed to relieve the Port from liability for its negligence, or from the negligence of its employees or agents, except as otherwise stated in this Tariff.

5.6 **Scheduling and Cooperation** ó Shall cooperate fully with the Port in all respects:

- (a) In making appropriate use of proper facilities and equipment in each operation,
- (b) In advising as far in advance as possible the types and quality of cargo to be handled,
- (c) In estimating the arrival and departure of vessels,
- (d) In giving advance information on any special problems which exist or arise,
- (e) In restoring terminal working areas to a clean, safe and orderly condition on completion of the operation.

**Section 6. Responsibility for Loss, Damage and Delay of Merchandise**

6.1 **POL's Responsibility Limited** ó POL shall not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence and subject always to the limitations of and exemptions from liability stated in this Tariff and otherwise provided by applicable law.



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Further, except for want of due diligence, POL shall not be liable for any personal injury, damage or loss (including without limitation to empty containers) which results from (1) animals, insects, rodents or vermin; (2) decay, deterioration, evaporation, shrinkage or loss of quality or value for inherent vice of product cargo; (3) interruptions in electrical power, fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; (4) civil disorder, insurrection, riot, strike, slowdown or labor stoppage of persons in the service of others; (5) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

**6.2 Demurrage- Railroad Cars and Vessels**

(a) **Railroad Cars** ó POL shall assume no responsibility for railroad car demurrage except for delays caused solely by the Port's own negligence. Demurrage caused by delays arising from strikes, slowdowns, labor actions or riots of any persons in the employ of the Port or service of others shall not be assumed by POL.

(b) **Vessels** - POL shall assume no responsibility whatsoever for any vessel demurrage, except for that caused solely by the Port's own negligence.

In the event a vessel is unreasonably delayed in its estimated time of departure from the Port, due to a cause for which the Port is legally liable, Port liability will be computed on the actual down time during regular terminal working hours only and such down time constitutes the extent and limit of Port liability. In no case shall the Port be responsible for other damages, including without limitation, loss of profits, loss of markets, special or consequential damages.

(c) **Waiver of Charges for Delays** ó Delays or losses in loading, unloading, receiving, delivering or handling of cargo arising from strikes, slowdowns or riots by any persons in the service of others or arising from any other cause shall not entitle owners, shippers, consignees, or carriers to waive any terminal charges or expenses.

**6.3 Responsibility During Free Time Period** ó Except as limited by specific provisions in this Tariff, liability for loss, damage or delay to merchandise during free time periods as specified in the Tariff shall be limited as set forth in the ocean carrier's receipt or bill of lading.

**6.4 Responsibility As Warehousemen** ó Except as limited by specific provisions, liability for loss, damage or delay to merchandise while in the care or control of POL at any time other than the free time periods specified in this Tariff shall be that of a warehouseman only.

**6.5 Valuation of Cargo or Merchandise for Claims Purpose** ó Any claims against POL shall be based upon the actual cost of the merchandise plus freight, if

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paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

**Section 7. Claims**

- 7.1 **Loss or Damage Claims** ó Unless notice of loss of or damage to cargo or merchandise is given in writing to the Port at the time of removal of the goods from the Port (or within three (3) days of removal if the loss or damage was not apparent) such removal shall be prima facie evidence of delivery of the goods in the same condition as received by or in the Port facilities. The Port shall be discharged from all liability in respect of cargo or merchandise unless suit is brought within one (1) year of the occurrence of the alleged loss or damage to cargo or merchandise.
- 7.2 **Recovery of Overcharge Claims** ó Claims for recovery of overcharges must be filed in writing with POL within twelve (12) months following the date of the invoice against which the overcharge is claimed.

**Section 8. Insurance and Indemnification**

Rates named in this Tariff do not include insurance of any kind.

- 8.1 **Insurance** ó Every Facility User or any other party using Port terminal facilities shall obtain and maintain the following insurance coverage:
- (a) Workers Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage, if applicable). This coverage is required under Federal and State statues for all the party's employees performing its work.
  - (b) Commercial General Liability insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody, and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas.
  - (c) Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage. Such insurance shall name the terminal as an additional insured as respects use of facilities and shall provide that the terminal is to be given 30 days prior written notice of cancellation.
  - (d) In addition, Employer's Liability insurance is required in an amount not less than \$1,000,000.

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- 8.2 **Indemnity** – Facility User shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following: (a) any act, omission or negligence of the Facility User; (b) any use, occupation, management or control of the marine terminal facility by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the marine terminal facility; (c) any breach, violation or nonperformance of the regulations, rules and terms of this Tariff; or (d) any damage caused by the Facility User on or to the marine terminal facility. For purposes of this Section 8.2, "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees and/or contractors and subcontractors.
- 8.3 **Himalaya Clause** – It is hereby expressly agreed between the Port and each ocean carriers, inland water carrier and inland land carriers (including rail and truck) (collectively "Carriers") using the Port's facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bills of Lading. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves. Each Carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such Carrier fails to incorporate in its bill of lading, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions and immunities that would otherwise be available to the Port or Port Parties. In the event of conflict between the protections afforded by Bills of Lading issued by ocean and inland carriers, the Port may elect to rely upon the Bill of Lading affording the lower limit of liability.
- 8.4 **Excess Cargo Value** – Carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring on the Port's marine terminal facilities or as a consequence

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of services provided by the Port at such facilities in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to Carrier a higher freight rate by reason of such excess value declaration.

- 8.5 **Other Cargo or Merchandise** ó The Port will have no liability for and each Facility User will indemnify the Port from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of loss or damage to cargo or merchandise that is not moving as cargo by ocean or inland marine carrier (such as specialty crane service or truck to truck or truck to rail movements) occurring on the Port's marine terminal facilities or as a consequence of services provided by the Port at such facilities, in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit.
- 8.6 **Limits of Liability** – No provision contained in this Tariff shall relieve the Port from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port or Port Parties from liability for the Port's own negligence, but in all cases the Port's liability shall be limited as stated in this Tariff.

**Section 9. Rights of Terminal**

- 9.1 **Rights Reserved** ó Right is reserved by the Port of Lewiston to furnish all equipment, supplies, and materials and to perform all services in connection with the operation of terminals under the rates and conditions named herein.
- 9.2 **Right to Refuse Cargo** ó Right is reserved by POL without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload:
- (a) cargo for which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier.
  - (b) cargo deemed extra offensive, perishable or hazardous.
  - (c) cargo, the value of which may be determined as less than the probable terminal charges.
  - (d) cargo, not placed in packages or containers suitable for standing the ordinary handling incident to its transportation.
  - (e) Right to exclude explosives, hazardous and inflammable commodities: At the terminal's option, subject to federal, state and city regulations, special arrangements may be made to process explosive, hazardous or inflammable commodities or materials at the marine terminal facilities.

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- 9.3 **Right to Remove, Transfer or Warehouse Cargo** ó Cargo remaining after expiration of free time, and cargo shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles with all expense and risk of loss or damage for account of owner, shipper, consignee, agent or carrier as responsibility may appear.
- 9.4 **Right to Withhold Delivery of Cargo** ó Right is reserved by POL to withhold delivery of cargo until all accrued terminal charges and/or advances against said cargo have been paid in full.
- 9.5 **Right to Sell for Unpaid Charges** ó Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs.
- 9.6 **Owners' Risk** ó Cargo on open ground is at owner's risk for loss or damage.
- 9.7 **Right to Withhold Delivery** ó POL reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid.
- 9.8 **Responsibility for Property Damage** ó Users damaging POL property will be responsible for costs of repair. User will be billed for repairs to damaged property at cost, including overhead.
- 9.9 **Piling Damage Replacement** ó Vessels will be responsible for and charged for the replacement of any pilings damaged during their occupancy of a POL berth. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless POL is notified by the vessel's agent in writing prior to tie-up, of any pre-existing damage to the piling.

**Section 10. Collection & Guarantee of Charge – Responsibility For**

- 10.1 **Terms of Payment** ó Use of terminal facilities or service is conditioned upon satisfactory assurance to the terminal that all charges will be paid when due. Charges are due and payable as they accrue or on completion of service or use.
- 10.2 **Payment Terms** ó All payments are due in available U.S. currency in advance or on the specified due date. Facility Users, prior to the use of facilities or receiving supplies, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the terminal. In the case of delay or failure to pay invoices when due, the terminal reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the terminal will be allowed as an offset against invoices or accrued charges.
- 10.3 **Delinquent Invoices** ó Invoices issued by POL are due and payable upon presentation.

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- 10.4 **Freight Prepayment** ó The right is reserved by POL to demand prepayment of all charges against perishable cargo, cargo of doubtful value, and household goods.
- 10.5 **Responsibility for Charges** ó Facility Users shall be responsible, jointly and severally, for the payments of charges assessed in accordance with this Tariff. Rates, rules and regulations of this Tariff and liability for charges apply without regard to the provisions of any bills of lading, charter party agreement, contracts or any other conflicting provisions. All charges named in this Tariff will be assessed against cargo or merchandise, and are due from the Facility User, which specifically includes the Carrier, owner, shipper or consignee of the cargo or merchandise
- 10.6 **Service Charges on Delinquent Accounts** ó All charges will be delinquent thirty days after the date of the invoice and, as such, may be charged a service charge of 1.5% for each month or portion thereof that the particular invoice remains delinquent. All extra expense, including attorney fees and legal expense, litigation costs, or costs of agents employed to effect collection shall also be assessed to, and payable by, the Facility User.
- 10.7 **Payment in Advance** ó The terminal at its discretion may require payment in advance for any and all services.

**Section 11. Container Throughput Service and Charges**

- 11.1 **Free Time** ó Container throughput service shall be allowed free time of thirty (30) days on port property.
- 11.2 **Container Throughput Defined** ó Throughput consists of a container moving from barge to yard and out gate or in gate and then moved to barge. Barges must be no greater than 42 feet in breath and be of either a flat-deck or well-deck design. Containers must be stowed fore-to-aft and lashed by means of cones. Barges of different design and containers stowed or lashed by other means will be assessed throughput charges on a case-by-case basis.
- 11.3 **Container Throughput Rates** ó Services provided in the throughput of ocean containers and/or chassis individually are described below. Charges apply per service, per container.
- |    |   |         |
|----|---|---------|
| A. | Round trip container throughput. Throughput of a loaded container (inbound or outbound) in one direction with empty or loaded container moved in reverse direction. | \$90.00 |
| B. | One way throughput (inbound or outbound) of a loaded or empty container in one direction.   | \$45.00 |
| C. | Extra yard handling. This charge will apply to any movement of a container not described in the   | \$30.00 |

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throughput made at the request of a steamship line, shipper, carrier, owner, agent or consignee, if rate not agreed to by separate service agreement.

- D. Movement of chassis to or from barge or stacking onto another trailer/chassis. \$50.00

**Section 12. Chassis and Container Interchange**

12.1 **Chassis and Container Storage** ó Steamship lines and trucking companies may stage good order chassis on the Port of Lewiston grounds for staging of containers for loading/unloading. POL will load and unload containers to/from chassis at the request of the drayman, carrier, shipper, or Steamship line. The Port of Lewiston will not be responsible for damage done to any chassis and containers incurred at any time unless caused by the negligence of POL or its agents. POL will release chassis and container to Steamship line's agents, contractors, customers, or employees at Steamship line's request only, in the form of a booking number, and accepts no responsibility or liability for claims as a result thereof.

12.2 **Container and Chassis Maintenance and Repair** ó Ordinary minor repairs and preventive maintenance services may be performed to containers and chassis upon request. Estimates by Port of Lewiston personnel for this service are free.

12.3 **Miscellaneous Rates** ó

- A. Container or chassis repairs per hour, min of 1 hr. (Cost plus 15% on all parts and materials) \$75.00 per hour

Note: 2 extra handling picks apply with each repair.

- B. Container cleaning (if service not covered by separate service agreement ) \$60.00 per container

- C. After-hours service provided by the Port at the request of the shipper, receiver, transporter or owner of the goods will be at the charges and under the conditions shown below:

from 5:01 p.m. to 7:59 a.m. Monday thru Friday and all hours on Saturday, Sunday and holidays.

Note: minimum of 2 hours per call-out for after-hours labor.

- D. General labor not otherwise specified - during regular hours of operation. \$75.00 per hour

General labor not otherwise specified - after hours (from 5:01 p.m. to 7:59 a.m. Monday thru Friday and all hours on Saturday, Sunday and holidays). \$125.00 per hour

Note: minimum of 2 hours per call-out for after-hours

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labor.

E. Subcontracted labor, materials and services Cost plus 10%

12.4 **Holidays** ó Where reference is made in this Tariff to the term "holidays," the following holidays are referred to:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Any other legal holidays or work closure days that are prearranged by the Port at the container facility or other facility used by the Facility User.

**Section 13. Storage, Warehouse and Handling Charges**

13.1 **Containers and Chassis Storage** ó per unit, per day \$10.00

Storage charges will commence 30 days after receipt or delivery of the container or chassis in to the Port facility. All containers and chassis storage is open yard. Covered or warehouse storage of containers or chassis will be charged as warehouse storage by special arrangement only.

13.2 **Warehouse Storage** ó Due to the varied product, volume, and equipment needs, all outside storage (except containers and chassis) and all covered or warehouse storage is by request only and will be rated by separate service agreement for warehouse or yard storage.

13.3 **Cargo and Merchandise Handling** ó Due to the varied product, volume, and equipment needs, all container stuffing and un-stuffing, and all breakbulk cargo or merchandise handling is by request only and will be rated by separate service agreement.

**Section 14. Crane Services and Charges**

Use of the Port of Lewiston's crane will be as follows:

\*Crane w/operator and 2 (two) spotters \$750.00 per hour



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**Pre-set up	\$1800.00
**Post set up	\$1800.00

Notes: Rates above do not include special rigging.

\*2 hr minimum applies

\*\*Charges apply when deemed necessary by pick requirements and weights.

**Section 15. Wharfage Charges**

15.1 **Wharfage Defined** ó Wharfage is a charge assessed on all cargo passing or conveyed over, onto, or under wharves or terminal grounds or between vessels when berthed at a wharf, piling, structure, pier, bulkhead structure, bank, or slip at or adjacent to terminal. Wharfage is solely the charge for use of wharf or terminal and does not include charges for any other service.

15.2 **Cargo Not Loaded to Vessel** ó When cargo in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

15.3 **Wharfage Rates** ó Rates per ton or cubic yard, whichever provides the higher revenue, unless otherwise specified:

<u>Commodity</u>	<u>Rate</u>
Cargo, in bulk or breakbulk, N.O.S.	\$3.00

**Section 16. Tie off Rates**

16.1 **Mooring Dolphins Rates** ó

<u>Length Overall</u> (in feet)		
Vessel Over	Not Over	Minimum Charge
0	100	\$100.00
100	200	\$125.00
200	-	\$150.00

Rate is in dollars and cents and applies per 4 hrs occupancy per item.

16.2 **No Unauthorized Moorage** ó No person shall make fast, or cause or permit any vessel to remain fastened to any wharf or pier structure, or to bring a vessel, or cause or permit a vessel to remain, in a slip or waterway controlled by the Port, without prior consent of the Port of Lewiston.

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**Section 17. Dockage Charges**

- 17.1 **Basis for Computing Dockage Charges** ó Dockage charges will be assessed on the length over all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet, from the most forward point of the stem of the vessel to the aftermost part of the stern of the vessel.
- 17.2 **Dockage Rates** ó In computing dockage, any 4 hr period or portion thereof in which a vessel or craft is placed at a berth shall be assessed as follows:
- (a) Vessel or craft up to 200 feet in length: \$1000.00
  - (b) Vessel or craft over 200 feet in length: \$1500.00
- 17.3 **Priority** ó Vessels with weekly scheduled appointments will be given preference to dock access over vessels requesting dock appointments on a tramp or non-revolving schedule basis.

**Section 18. General Services and Charges**

- 18.1 **Electrical Service Optional** ó The charge for electric service, where applicable and available will be based on the Port electrical service provider rates plus any special costs incurred by the Port to meet electrical requirements of the Facility User, all as agreed in writing by the Port. These charges are in addition to the charges for other services and equipment listed elsewhere in this Tariff.
- 18.2 **Electrical Service** ó The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service not occasioned by its tortuous conduct or that of its agents or employees.
- 18.3 **Labor Services** ó Labor Services not otherwise specified herein will be billed at regularly maintained rates for crane service or workers in Section 12.
- 18.4 **Disposal of Vessel's Oily Waste and Garbage** – Vessels requiring discharge at the Port of slops, grey or black water, oily waste or garbage, as defined in Annex V of MARPOL 73/78 or any applicable state or federal law or regulation, shall obtain the services of a liquid waste or garbage hauler that meets all Coast Guard and other government laws and regulations in effect at the time of the disposal. The liquid waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler. Vessels shall comply with all rules and regulations applicable to vessel management and disposal of ballast water. The Port assumes no responsibility or liability for the provision of facilities for the receipt or management of ballast water, slops, grey or black water, oily waste or garbage.

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- 18.5 **Rates for Cleaning Dock or Yard Areas** – The service performed will be billed at the labor rates and equipment rates shown in Section 12. In addition, disposal costs will be assessed the Facility Users when they do not clear the dock or yard areas of dunnage, gear, equipment or material upon completion of operations by Facility User.
- 18.6 **Vessel Maintenance Work** ó Limited vessel maintenance work may be allowed at any Port marine facility upon written permission from the Port. No spray painting or sandblasting of vessels will be permitted. Dockage rates for vessel maintenance will be subject to negotiation. Any vessel undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with United States Coast Guard. Any entity performing vessel maintenance work must provide the Port with proof of insurance as required under Section 8, prior to the commencement of work.

**Section 19. Information to be Supplied to the Port of Lewiston**

Facility Users at Port terminals are required to provide the Port with the following documentation, which the supplying party warrants to be accurate:

- 19.1 **Manifests** ó Complete copies of vesselsø manifests showing cargo descriptions, names or consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the terminal facilities must be furnished to the Port for each vessel loaded or discharged. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In addition, manifests should identify billing party. In lieu of manifests, certified cargo lists, copies of ocean bills of lading, or õboat notesõ or õmatesø receiptsõ containing all information as required above may be accepted. Such information must be received by the time of cargoø arrival at the terminal.
- 19.2 **Vessel Stowage Plan** ó Must be received prior to vessel arrival.
- 19.3 **Dangerous Cargo List** ó Must be received and approved for receipt by the Port of Lewiston prior to vessel or shipment arrival.
- 19.4 **Accuracy of Information** ó Each Facility Users warrant the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which The Port shall rely while performing services hereunder. The Facility User shall reimburse the Port for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars. Freight, storage, handling and/or other charges which had been based upon inaccurate or incomplete descriptions, instructions or particulars from Facility User may be recalculated by the Port at any time without advance notice.

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- 19.5 **Hazardous Goods** Facility User is subject to compliance where applicable with Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 through 180, and Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 40, Part 262, including as the same are regulated by the U.S. Coast Guard, U.S. Department of Transportation and Environmental Protection Agency.
- (a) The term "HazMat laws" refers to any international, federal, state, (Canadian) provincial, local, tribal or other treaty, law, statute, regulation, rule or ordinance relative to the transportation of hazardous goods and the term "hazardous goods" refers to any goods which have any hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing character or effect whatsoever, including without limitation any material or substance listed on the federal Hazardous Material Table (49 C.F.R. §172.101), as amended, or otherwise identified by a HazMat law as being a marine or other pollutant, an explosive, dangerous or hazardous material or hazardous waste.
  - (b) Notwithstanding anything to the contrary, the Port reserves the right to refuse any goods at any time which, in its sole judgment, are likely to cause bodily injury or property damage. No shipment shall contain any mix of goods which are non-compatible, including those identified as such by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or any other federal, state or local environmental statute, regulation, department or agency.
  - (c) Facility User shall otherwise be responsible for providing the Port with complete, comprehensive and approved shipping papers with respect to hazardous goods tendered for transportation, which papers shall include without limitation all information, descriptions, instructions, disclosures and documentation required by HazMat laws and a full description and identification of the hazardous goods, including their type, quantity, proper shipping name, classification, packing group, chemical group, identification number(s) as well as their hazardous and subsidiary hazardous nature(s).
  - (d) Without limitation upon the above, Facility User shall obtain and provide the following to the Port prior to any performance in relation to hazardous goods: (1) a copy of Facility User's registration under 49 U.S.C. §5108 as an offeror of hazardous goods for interstate transportation (or an applicable federal approval/exemption); (2) the full name and street address, telephone and contact name for the owner, consignor and consignee of the hazardous goods; (3) a full description of the hazardous

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goods, including their identity and quantity; (4) booking confirmation number(s) assigned by the Port; (5) complete and clear written instructions for the loading, handling, storing, movement, transportation and unloading of the hazardous goods as well as for response, clean-up, mitigation, remediation, alleviation, removal and restoration in the event of a spill or release of the hazardous goods; and (6) the full name and telephone number for a contact person who has comprehensive knowledge with respect to the hazardous goods, including their hazardous nature and emergency incident response requirements. The contact person identified by Facility User must be immediately available at all times during the performance of transportation services by the Port, and his/her telephone number must be available and monitored at all times, and must not be a beeper number or otherwise involve any answering or call-back service.

- (e) If the hazardous goods include hazardous waste, the shipping papers from Facility User must include original Manifest(s) upon EPA Form(s) 8700-22 and/or 22A and all other paperwork required by HazMat laws and/or any government, terminal and/or port agency or authority applicable to the transportation of hazardous waste.
- (f) If the hazardous goods include any of the types/classes enumerated in 49 C.F.R. §172.800 or otherwise requiring a security plan, the shipping papers provided by Facility User must include a written security plan conforming with 49 C.F.R. §172.802 and other HazMat laws.
- (g) Facility User shall be solely responsible for offering, describing, identifying, naming, classifying, documenting, packing, packaging, marking and labeling all hazardous goods tendered to the Port in strict compliance with HazMat laws. The foregoing specifically includes Facility User's responsibility for the performance of pre-transportation functions to assure safe transportation as well as complete, clear and accurate instructions as to all receiving, handling, loading, transloading, storage or unloading, upon which the Port shall be entitled to rely. Facility Users are responsible for making all certifications and declarations required under 49 C.F.R. §172.204.
- (h) The Port shall be liable only for loss/damage occurring to the goods themselves, where applicable under this Tariff and applicable law. Facility User shall be liable for, and shall indemnify and hold the Port harmless from and against, including legal fees and costs, all other loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to any hazardous goods and/or their transportation, including without limitation any loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to Facility User's failure to comply with its responsibilities herein and/or under HazMat laws. The foregoing includes, but is not limited to,

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property damage, bodily injury, illness and/or death claims, as well as all pollution/environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal and restoration.