



**TERMINAL TARIFF FMC NO. 9**  
**Replacing Tariff 8**

**-NAMING-**

**RATES, CHARGES, RULES AND REGULATIONS**

**-AT-**

**THE PORT OF PORTLAND, MAINE**

**-FOR-**

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

**EFFECTIVE January 1, 2023**



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 - P1B1  
and  
Ocean Gateway Terminal - P2B1/ P2B2**

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Posted on the City of Portland website at:  
[www.portlandmaine.gov/waterfront](http://www.portlandmaine.gov/waterfront)

## **DEFINITIONS**

### **CITY:**

City means the City of Portland, its officers, agents and employees.

### **DIRECTOR or DESIGNEE:**

Director or designee means the City of Portland Director of Public Buildings and Waterfront or his or her 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.

### **MILITARY OR NAVAL VESSEL**

Vessel which is owned by the United States of America or by a foreign nation, whose crew consists of members of the army or navy of the United States of America or a foreign nation, and which is engaged in the performance of some service for the United States of America or a foreign nation.

### **STEVEDORE:**

Stevedore means 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 passenger operations. The duties described in this paragraph are referred to herein as "Stevedoring Services."

### **TERMINAL:**

Terminal means 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.

### **TERMINAL OPERATOR:**

Terminal Operator means the City of Portland, Maine or its lessee. The Terminals are neither common carriers nor public utilities and the Director or designee 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 stores, including wharf storage, shipside storage, closed or covered storage, open or ground storage, after storage arrangements have been made.

### **TON:**

Ton means 2,000 pounds unless otherwise specified.

### **USAGE:**

Usage means the use of terminal facility by any light 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:**

Vessel means floating craft of every description.

**WHARFAGE:**

Wharfage means a charge assessed against the vessel on all stores 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.

**SECTION 1. GENERAL RULES AND REGULATIONS**

**RULE 1: 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 designee, specifying the estimated date and time of arrival and/or sailing, also the number of passengers and crew, and nature of the port call. The vessel will be required to supply the Terminal Operator with a true and legible copy of the passenger manifest, 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 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.

**RULE 2: 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.

**RULE 3: MOVEMENT OF VESSELS**

Vessels are to move or vacate the Terminal facilities at the direction of the Director or designee. Whenever necessary for the proper operation of the Terminal, the Director or 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 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.

**RULE 4: 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.

**RULE 5: APPLICATIONS OF RATES**

The rates, charges, rules and regulations named 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 re-issues. The rates will apply at the Port of Portland including Portland Ocean Terminal, the Maine State Pier and the Ocean Gateway Terminal Complex as shown in the Property Plan. The rates named herein are based on current labor costs for straight time. When upon written application and with advance arrangements requested services are performed during overtime periods and on Saturdays, Sundays and holidays, such services shall be rated at the prevailing charges named in this tariff; plus the applicable overtime differential on labor, along with all relevant assessments and insurances, plus 20%.

**LEGAL HOLIDAYS**

The term “Legal Holiday” means and includes the following: Presidential and Congressional elections and any other National or State holidays created by Executive Authority

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

**RULE 6: PAYMENT OF CHARGES**

- (1) All charges published in this tariff shall be due and payable upon presentation of an invoice, except as hereinafter specified. Form of payment will be determined by the Terminal Operator and may have processing fees associated.
- (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 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 reserves the right to deny anyone the use of any terminal until all past due accounts are paid.
- (5) 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.

**RULE 7: 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 or designee shall be charged with the expense of removal. \$500.00 Dollar minimum charge

**RULE 8: DISCHARGING SEWAGE, GREYWATER, DIRTY BALLAST, OTHER.**

Pumping untreated sewage into the waters of Maine is strictly prohibited by Federal and State law. The discharge of greywater, dirty ballast, or other fluids deemed prohibited by the Director or designee while berthed at municipal facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under U.S. Federal Standards are permitted to discharge to 3rd party only under the authority of the Director or designee. In the event of a classification dispute, the decision of the Director or designee will be final.

**RULE 9: 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 or designee. 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 or designee may indicate.

**RULE 10: HARBOR SECURITY**

When in the sole judgment of the Director or designee, security officers are required at all times while a vessel is at the facility. Security Detail will be furnished at the expense of the vessel.

**RULE 11: REMOVAL OF ABANDONED/OBJECTIONABLE PACKAGES or ITEMS.**

The Terminal Operator reserves the right to move abandoned items and dispose of such items Seven (7) 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.

**RULE 12: 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 or designee shall order the property cleaned and bill the users responsible at cost plus 25%.

**RULE 13: 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 bonafide employees as may be authorized by law and permitted by the Director or designee to engage in the activities for which the Terminal has been provided;
- (2) Duly authorized representatives, employees, contractors or invitees of the City of Portland;
- (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 or designee.

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

**RULE 14: POLICY OF NON-COMPETITION**

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

**RULE 15: CONSENT**

Use of the piers, docks and other facilities under the jurisdiction of the City of Portland shall constitute a consent to the terms and conditions of this tariff and evidence and agreement on the part of all vessels, their owners and agents, and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published herein.

**SECTION 2. LIABILITY OF THE TERMINAL**

The CITY of Portland, its officers, agents and employees, or any subsidiaries thereof, shall not be liable for the loss or damage to any watercraft or to any merchandise or stores at the Terminal resulting from any cause whatsoever unless it is established that such cause was due to its failure to exercise reasonable care. Notwithstanding anything in this Tariff to the contrary, the CITY's obligations under this Tariff are subject to and limited by the defenses, immunities, and limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY.

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 or designee, including date and hour

damage occurred, names, addresses and descriptions with the Director or designee, witnesses and other persons, watercraft or instrumentalities involved in the damage, and all other available facts and information. Director or designee reserves the right to require assistance from local support vessels in the event the (1) winds exceed 25 MPH (2) weather emergencies dictated by local authorities (3) safety concerns (4) need for reduced bow thruster usage (POT - P1B1, P2B2)

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.

## **SECTION 3. STEVEDORING, LABOR ARRANGEMENTS AND AGENCY**

### **3A. STEVEDORING**

Any vessel calling on the Terminal not meeting the following exemptions listed under Exemptions section below 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 or designee – 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 (\$3,500 annually) and having given satisfactory evidence of financial responsibility including insurance to cover potential liabilities for damage to packages, 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.

#### **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 or designee, 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 or designee 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 or designee's sole discretion.

**3B. 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 or designee must be advised in advance as to said labor arrangements and the certificate of insurance for all laborers must be presented Director or designee in advance of the berthing of the vessel.

**3C. INSPECTION OF RECORDS**

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

**SECTION 4. DOCKAGE, WHARFAGE, PASSENGER, EQUIPMENT RATES**

All charges published in this Tariff shall be due and payable upon presentation of an invoice. Forms of payment will be determined by the Director or designee.

**4A. DOCKAGE RATES**

**1. COMMERCIAL VESSELS**

Self propelled or non-self propelled vessels not using a terminal to discharge, 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 or designee. Rates are expressed in Dollars per twenty-four hour period or fraction thereof.

Commercial Vessels	\$3.50 per foot
Excursion vessels, government vessels, & private craft	Rates on Request

**2. PASSENGER CRUISE SHIPS:** A Dockage charge per foot in overall length, with a minimum charge per **twenty-four hour period or fraction thereof**, shall be assessed to passenger vessels berthing or making fast to a wharf for any purpose, including on-board conventions, trade shows/exhibits, and discharging or loading passengers and their baggage.

Vessels <b>UNDER</b> 1,000 passengers - Not including Security	
2022	\$2.50 per foot LOA
2023	\$3.50 per foot LOA
2024	\$3.50 per foot LOA
Vessels <b>OVER</b> 1000 passengers	

	See <b>Passenger Rates</b> below
<b>TENDER OPERATIONS</b>	
Tendering <b>0-300</b> passengers:-including Security	
2022	\$3,000.00
2023	\$3,000.00
2024	\$3,000.00
Tendering <b>301-650</b> passengers: including Security	
2022	\$5,000.00
2023	\$5,000.00
2024	\$5,000.00
Tendering <b>651-999</b> passengers: including Security	
2022	\$7,000.00
2023	\$7,000.00
2024	\$7,000.00
<b>OVER 1,000</b> passengers: including Security	
2022	\$9,500.00
2023	\$9,500.00
2024	\$9,500.00

**4B. DOCKAGE RELEASE: RELEASE OF BERTH or CANCELLATION**

When, for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, due notice (at least 24 hrs) shall be given sufficiently in advance to prevent any loss of DOCKAGE charges; otherwise, the Terminal Operator/FSO reserves the right to assess against the vessel, owner or operator, a DOCKAGE charge based on rates below:

Release of Berth & Cancellation Policies	
15 days - 24 hrs prior to arrival <i>**exception: weather related</i>	\$5.00 per foot LOA <b>PLUS</b> 100% MAXIMUM CAPACITY Passenger Rates (See applicable Passenger Rates)
15 - 30 Days prior to arrival	75% MAXIMUM CAPACITY Passenger Rates

	(See applicable Passenger Rates)
30 - 60 Days prior to arrival	25% MAXIMUM CAPACITY Passenger Rates (See applicable Passenger Rates)

**4C. INACTIVE STATUS – LAY BERTHING (LONG TERM)**

Vessels in an inactive status and berthed at a terminal shall be assessed based on Vessel and Utility needs ( water, electrical, etc ) Services may be available at an additional cost. All vessels in lay up status are subject to a security assessment.

Inactive Status/Layberth	Rates available upon Request
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**4D. NON-SELF PROPELLED FUEL BUNKERS AND TANKERS**

A charge of in overall length with a 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.

Non-Self Propelled Fuel Bunkers and Tankers	\$3.50 per foot LOA Minimum charge: \$750.00 per 24 hours or fraction thereof
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**4E. PUBLIC VESSELS**

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

MILITARY	\$750.00 per day or any portion thereof
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**4F. PASSENGER RATES**

Vessels using the terminals on a port-of-call basis, the following charges apply: **INFRASTRUCTURE IMPROVEMENT FEES** are applied where applicable below.

**Port of Call Vessels OVER 1,000 Passengers:**

Year	Per Manifested Passenger Upon Arrival Daily charge	Infrastructure Improvements Per Manifested Passenger	Total
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<b>2022</b>	\$13.50	\$2.00	\$15.50
<b>2023</b>	\$14.00	\$2.00	\$16.00
<b>2024</b>	\$16.00	\$2.00	\$18.00
<b>2025</b>	\$17.00	\$2.00	\$19.00

**Port of Call Vessels UNDER 1,000 Passengers:**

<b>Year</b>	<b>Per Manifested Passenger Upon Arrival</b>	<b>Infrastructure Improvements Per Manifested Passenger</b>	<b>Total</b>
<b>2022</b>	\$8.00	\$2.00	\$10.00
<b>2023</b>	\$9.00	\$2.00	\$11.00
<b>2024</b>	\$11.00	\$2.00	\$12.00
<b>2025</b>	\$12.00	\$2.00	\$14.00

**HOMEPORT OPERATIONS**

	<b>Per Manifested Passenger Rate charged on Arrival &amp; Departure</b>	<b>Infrastructure Improvements Per Manifested Passenger</b>	<b>Total</b>
<b>2022</b>	\$4.50	\$2.00	\$6.50
<b>2023</b>	\$5.50	\$2.00	\$7.50
<b>2024</b>	\$6.50	\$2.00	\$8.50
<b>2025</b>	\$6.50	\$2.00	\$8.50

**EXCURSION VESSELS**

	<b>Per Passenger based on MAXIMUM CAPACITY</b>	<b>Per Passenger based on MAXIMUM CAPACITY</b>	<b>Total</b>
<b>Arrival</b>	\$1.00	\$1.00	\$2.00
<b>Departure</b>	\$1.00	\$1.00	\$2.00

#### 4G. EQUIPMENT RATES

<b>CRANE RENTAL</b>	Rate available upon Request. Required for Fender Rental.
<b>GANGWAY RENTAL</b> Operation of the gangway shall be performed only by persons approved by the Director or designee who 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. Damages incurred while the gangway is in use will be the responsibility of the vessel.	
<b>Hydraulic Gangway - Operator not Included</b>	\$800.00 per day or fraction thereof
<b>Portable Aluminum Gangway</b>	\$400.00 per day or fraction thereof
<b>FORKLIFT SERVICES - Operator Included</b> 72 hour notice required	
	\$400.00 per 2 hour minimum
<b>FENDER RENTAL - Deploy/Uninstall Labor Not Included</b> Deployment of fenders shall only be done by persons approved by the Director or designee. The Director or designee 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. <b>Crane Services will be required for deployment &amp; uninstallation.</b>	
<b>FENDER Rental ONLY</b> Yokohama Fenders - 10'	\$5,000.00 per fender per day or any fraction thereof

#### 4H. PORT SERVICES

##### FRESH WATER

Metered water determined by Portland Water District metering device installed at the terminal.

Vessels OVER 300' LOA	\$5.00 per metric ton
Vessels UNDER 300' LOA	\$175.00 Flat Rate per day or any fraction thereof

#### SECTION 5. SECURITY RATES

The following fees will be charged and will apply to all ships utilizing the facilities. The Director or designee will determine the level of coverage required and charges that will apply. Security Management hours will be determined by the Director or designee.

In the event the MARSEC level is raised above MARSEC Level 1 or if the federally mandated security measures, required of cruise terminal operators, are changed the City of Portland reserves the right to pass on additional security charges to all vessels moored at the facilities named in this Tariff.

**MARSEC LEVEL 1 - YELLOW - Regular Operations**

**MARSEC LEVEL 2 - ORANGE - Heightened Security:** Additional Guards + Police Officers

**MARSEC LEVEL 3 - RED - Eminent Threat:** Additional Guards + Police Officers

Passenger Ships UNDER 500 Passengers - Hourly Rate	\$40.00 per guard/per hour
Passenger Ships OVER 500 Passengers - Fixed Rate	\$2,500.00/ 12 hour maximum
Commercial, Military and Research Vessels - Hourly Rate	\$40.00 per guard/per hour
Security Management - Hourly Rate	\$55.00 per hour
Police Officers - Hourly Rate	\$150.00 per officer/per hour (4 hour minimum)

**SECTION 6: SAFE BERTH** The master of a vessel and the captain/pilot of any tug/towboat attending a barge, as applicable, shall be solely responsible for determining if the depth of water (at any tide stage) at the terminal berth is sufficient for the vessel, with Director or designee having no responsibility therefor. Director or designee shall not be deemed to warrant the safety of public channels, approaches thereto, anchorages or other publicly-maintained areas either inside or outside the Port area where any vessel may operate. Furthermore, Director or designee shall not be deemed to warrant the safety of any of the facilities of the terminal facilities.

**SECTION 7: INSURANCE REQUIREMENTS**

**DEFINITION OF THE TERM “USER” OR “USERS”**

For Purposes of this Section of the Tariff, user or users of the Terminals covered by this Tariff shall be Person(s) including, but not be limited to:

(A) Any Person(s) or other entity(ies) doing business at said Terminal(s) or in connection therewith; and

(B) Any Person(s), or passengers on or moving over said Terminal(s).

## **7A. CERTIFICATES OF INSURANCE**

Certificates of insurance shall be supplied to the City of Portland Director or designee naming the City of Portland, its members, officers, employees and agents as “Additional Insureds” on all appropriate lines of coverage. Additional costs (if any) for the “Additional Insureds” endorsement will be the responsibility of the User and not the responsibility of the City of Portland. Except as otherwise provided City of Portland, the User, to the fullest extent allowed by law, agrees as follows:

### **(1) Marine Terminal Operations:**

When the City of Portland is performing marine terminal operations (as defined by Federal Law), each User INDEMNIFIES and HOLDS HARMLESS the City of Portland, its officers, agents and employees (collectively, the “Indemnified Persons”), against all costs and expenses, including, without limitation, attorneys’ fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to any person or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the User, its agents, invitees, servants and employees upon CITY property, or arising or resulting from any defective or unsafe condition for which the User is responsible, or of any apparatus, equipment or other property of the User, or in any other manner arising out of any action or inaction of the User.

### **(2) Indemnity for Noncompliance with Insurance Requirements.**

Each User INDEMNIFIES and HOLDS HARMLESS the City of Portland from any loss it may suffer due to User’s failure to comply with any insurance requirements contained in this Tariff or any other agreement between User and the City of Portland including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of User’s failure to comply with the terms, conditions and warranties of any Required Policy outlined herein.

## **7B. MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS**

Except as otherwise provided in any written agreement between the User and the City of Portland every User must comply with the following insurance requirements:

### **(1) Commercial General Liability Insurance:**

The User must maintain Commercial Liability Insurance, covering the City of Portland and User for liability for property damage, personal and/or bodily injury, and death. The insurance provided under this section must be in the amount of and not less than **Two Million and 00/100 Dollars (\$2,000,000.00)** per occurrence of personal and/or bodily injury or death. In the event that the User is engaged in any way in the performance of stevedoring services on or in connection with the Terminals, the User must, in addition to the above noted Pollution Liability insurance, maintain General Liability/Premises Operations Insurance covering the City of Portland and User for liability for property damage, personal and/or bodily injury, and death. The insurance provided under this section must be in the amount of and not less than **Five Million**

**and 00/100 Dollars(\$5,000,000.00)** combined single limits per occurrence for property damage, personal and/or bodily injury or death. Such policy must contain an endorsement waiving all rights of subrogation against the City of Portland, its members, officers, employees and agents.

**(2) Protection and Indemnity Insurance:**

The User must maintain Protection and Indemnity Insurance, including Jones Act coverage, with extensions for dock, pier and gangway liability insuring both the User and the City of Portland against all claims, suits, obligations, liabilities and damages, (including attorneys' fees), occurring on or about the User's Vessel(s), the Terminals, including but not limited to the dock area or arising out of the Operations performed by the User thereon, or from the movement of passengers to and from the User's Vessel(s), or otherwise relating to the Users performance and activities at the Terminal(s), including endorsements to cover all the claims, penalties and response costs arising from a spill of oil or any hazardous substance into the navigable waters of the United States, in the single limit or equivalent split limit amount of **Two Million and 00/100 Dollars (\$2,000,000.00)**. Such insurance policies shall be primary over any other policy of insurance which may be owned by the City of Portland.

**(3) Workers Compensation:**

The User must maintain Workers Compensation and Employer's Liability insurance in the amounts required by law. As the User's activities at the Terminal(s) are to be performed in or near navigable water, docks, piers and waterfronts of the United States, endorsements shall be provided by the User's Workers Compensation policy, with respect to disability or death of any employee under the United States Longshoremen's and Harbor Workers' Compensation Act if recovery for such disability or death through Workers Compensation proceedings may not validly be provided by law

**(4) Hull insurance:**

Hull insurance with the usual extended coverage endorsements, including a hull removal clause, and coverage of the full replacement of the Vessel(s) and all of its furnishings, fixtures and equipment.

**7C. Waiver of Subrogation:**

User agrees to waive any and all rights of recovery, claims, actions or causes of action against the other, its members, agents, officers and employees for any injury, death, loss or damage that may occur to any Person(s) or to the property of the City of Portland, or any personal property of such party on the Terminal(s), by reason of any risks, or any other causes which are insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by the City of Portland or the User, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its members, officers, employees or agents, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies



the other party for any claim by an insurance carrier arising out of subrogation.

#### **7D. Insurance Requirements:**

The phrase "Required Policy" means each policy of insurance required to be maintained by the User under the terms of this Tariff. Policies shall contain a provision that they cannot be canceled or modified unless the City of Portland is given at least thirty (30) days prior written notice of such cancellation or modification and a provision that any loss payable thereunder shall be payable notwithstanding any act or negligence of the City of Portland or the User which might, absent such provision, result in a forfeiture of all or part of the payment of such loss. All Required Policies may contain a deductible of not more than Twenty Five Thousand and 00/100 Dollars (\$25,000.00). Such policies must contain cross-liability clauses, when applicable and available. **The User must deliver to City of Portland: a Certificate of Insurance (evidence of coverage) for any Required Policy no later than seven (7) business days prior to the first date any insurance policy is required hereunder and any renewal thereof.** The required evidence of coverage must always be deposited with the City of Portland.

#### **7E. DELIVERY OF CERTIFICATES OF INSURANCE**

All required Certificates of Insurance must be issued and delivered to:

City of Portland  
Public Buildings/ Waterfront  
212 Canco Road Suite C  
Portland, Maine 04103

