



**DETROIT/WAYNE COUNTY PORT
AUTHORITY
PUBLIC DOCK AND TERMINAL
2024 TARIFF AGREEMENT**

DWCPA Tariff # 1

Approved by the Detroit/Wayne County
Port Authority Board of Directors. Issued
December 8, 2023.



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Please refer all questions to,
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 130 Atwater St
 Detroit, Michigan 48226
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DETROIT WAYNE COUNTY PORT AUTHORITY
PUBLIC DOCK and PASSENGER TERMINAL TARIFF AGREEMENT
Approved December 8, 2023

Item 1. THE DETROIT WAYNE COUNTY PORT AUTHORITY (hereinafter “Port Authority”) is a body corporate and politic created under Michigan law, and the exercise by such Detroit Wayne County Port Authority of the powers conferred upon it, including those provided in this Tariff, are deemed to be essential governmental functions of the State of Michigan.

Rates, Rules, and Regulations applying at the Port Authority’s Public Dock and Passenger Terminal (“PDPT” or “Public Dock”) facilities are those published in this Tariff of the Port Authority, issued under the authority of its Board of Directors (the “Board”) and approved on December 8, 2023.

The Port Authority reserves the right to amend this Tariff, or any item or part thereof, provided, however, that, before any such amendments are adopted, ten (10) days advance notice of consideration by the Board of adoption of the Resolution authorizing such amendments will be given to parties requesting in writing such notice.

Item 2. DEFINITIONS:

- a) The Detroit Wayne County Port Authority is the Port Authority owning the PDPT property.
- b) A Public Dock and Passenger Terminal facility (PDPT) is one or more structures comprising a terminal unit, and including but not limited to wharves, port authority public spaces, landings, and receiving stations, used for the transmission, care, and convenience of cargo and/or passengers in the interchange of same between land and water carriers.
- c) Operator is the ship company, owner, or its recognized agent.

Item 3. TERMINAL'S LIABILITY:

- a) The Port Authority shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein.
- b) The Port Authority will not be liable for any delay, loss, or damage arising from strikes of any persons in their employ or in the service of others nor for any causes arising there from, nor any causes unavoidable or beyond its control. The Port Authority accepts no responsibility for damage or accidents occurring when its employees are provided to perform work for others, except that caused by its own negligence.
- c) All persons to whom berths, wharves, mechanical equipment or other facilities have been assigned shall be responsible and liable to the Port Authority for any damage occurring to such property during their tenancy, occupation, and/or use without regard to whom shall cause the damage, except that caused by the Port Authority’s own negligence.
- d) The Port Authority will not be responsible for errors in the passenger manifest or other documents delivered to its PDPT.

Item 4. APPLICATION OF RATES:

- a) Rates contained herein are applicable to the services of loading or unloading passengers carried by or consigned for carriage by common privately owned carriers by water in foreign commerce and

commerce to and from territories and possessions of the United States onto and from carriers at the pier, wharf, dock, or waterfront terminal of participating terminals party to this tariff. The Port Authority shall be the judge of the interpretation of the tariff.

- b) All charges for any services rendered by the Port Authority for which credit is granted shall be due and payable within thirty (30) days of the date of billing.
- c) The Port Authority is required by law to bill all services strictly in accordance with the terms and conditions herein, and no rate or charge shall be directly or indirectly refunded or remitted in whole in any part, in any manner, or by any devices.
- d) The Port Authority carries Property Damage Insurance covering liability for damage to property arising out of their negligence and Public Liability Insurance in respect to injuries arising from terminal operations.
- e) The use of the PDPT facilities under the jurisdiction of the operator shall constitute consent to all the terms and conditions of this Tariff and evidences an agreement on the part of all users of such PDPT facilities to pay all charges specified herein and be governed by all rules and regulations shown in this tariff.

Item 5. CONSENT TO TERMS:

The use of the waterways and facilities under the jurisdiction of the Port Authority constitutes a consent to the terms and conditions of this Tariff, and evidences agreement on the part of all vessels, their owners or agents, and other users of the waterways and facilities, to pay all charges specified, and to be governed by all Rules and Regulations contained therein. This tariff document is exclusively for the Port Authority's PDPT located at 130 E. Atwater Street, Detroit, Michigan 48226.

The PDPT property is not a public thoroughfare and complies with Department of Homeland Security regulations. All facilities operated by the Port Authority are deemed "secure" or "restricted" areas and all persons entering the property must have a Transportation Worker Identification Credential (TWIC) unless they are identified passengers and guests with a pre-approved Passport or Real Identification approved by the Department of Homeland Security.

Item 6. COLLECTION OF CHARGES:

- a) All charges published in this Tariff will be invoiced and collected by the Port Authority.
- b) All invoices are due within thirty (30) days of receipt.

Item 7. ACCIDENTS:

Any accident occurring on or about the PDPT property and harbor, any collision of vessels in and/or any allision vessels with PDPT property must be reported immediately in writing to the Director of Port Operations by the persons involved in the incident and giving details of the incident including but not limited to, date and time of the incident, all persons and vessels (other modes of transportation) involved, names and addresses of all witnesses to the incident, brief description of facts giving rise to the incident, and damages resulting from the incident. In no event shall reporting of the accident/collision/allision occur later than five (5) calendar days from the date of such incident. In the event of any such accident/collision/allision, persons shall take every reasonable step to prevent contamination of the port property and the waterways and report such action taken to the Director of Port Operations.

Item 8. NOTICE OF CLAIM/FILING OF SUIT:

Any person who has a claim for personal injury or damage against the Port Authority must file a notice of claim in writing and otherwise file the claim in accordance with the time periods and procedures prescribed in Michigan statutes.

Item 9. DAMAGE TO PORT AUTHORITY PROPERTY:

Damage to Port Authority property and facilities must be reported immediately in writing to the Port Authority's Director of Port Operations. Users of PDPT property and facilities shall be held responsible for

all damage caused to such property and facilities by their use and shall be responsible for all repair and /or replacement costs to correct the damage sustained to the PDPT property. If one or more users are responsible for damage sustained to PDPT property and facilities, the Port Authority may elect to proceed against such users jointly or severally.

Item 10. DAMAGE TO VESSELS, CARGO OR OTHER:

The Port Authority is not responsible for damage to any vessel or equipment incurred for any reason whatsoever while within the confines of the PDPT, or loss or damage to cargo or other property while on PDPT property and facilities under its jurisdiction, or for damage or injuries to others by reason thereof. The Port Authority also accepts no responsibility for damage to vessels caused by surging or pounding of its wharf, docks, or other facilities, or any loss or damage to cargo, vessel, or other property, resulting from loading or unloading, nor for any injury to or loss of cargo on its wharf, docks, or other facilities under its jurisdiction as a result of high or low water or weather conditions.

Item 11. INDEMNIFICATION:

Users of the Public Dock agree to indemnify and hold harmless the Port Authority from and against all losses, claims, demands, and suits for damages, including death and personal injury and including court costs and attorney’s fees, incident to or resulting from their use or operations on the PDPT property. Users may be asked to provide a copy of their insurance policy declaration page to the Port Authority.

Item 12. CLEANLINESS OF PREMISES: WASTE DISCHARGE:

Users of the PDPT shall be responsible for the cleaning of the property and facilities and properly disposing (off-site) and rubbish, dunnage, debris, or other waste material thrown or discharged on property which they have been allowed to use, or which is assigned or leased to them.

Vessels or users of the PDPT needing to dispose of ballast, bilge water, wash water, debris, and solid or sanitary waste shall discharge the same only into approved facilities or receptacles (see addendum). Vessels and users of the port property shall also comply with all applicable environmental laws, rules, and regulations that may be promulgated by federal, state, and local regulatory agencies, authorities, and by the Port Authority.

Item 13. UNAUTHORIZED USE OF SPACE:

All persons and users are prohibited from using PDPT property which is not available or otherwise designated for use under the terms of this Tariff unless prior arrangements have been memorialized in writing by the Port Authority. This prohibition includes the use of any truck or container for storage of vehicles and cargo, any tools, appliances and equipment, vehicles, or any other materials of any stevedore or other operator not part of passenger/cargo operations.

Item 14. DOCKAGE and PASSENGER CHARGES:

Dockage charge will be:

- Ships five hundred feet (500) or longer: \$1200.00 per day.
- Ships three hundred feet (300) or longer and less than Five Hundred (500) feet: \$1000.00 per day.
- Ships two hundred feet (200) or longer and less than Three Hundred (300) feet: \$ 800.00 per day.
- Ships less than two hundred feet (200): \$500.00 per day.
- Passenger Fee: \$6.00 per passenger for cruise ships per docking or a 24-hour period per Port Authority’s discretion.
- Line Handlers will be furnished to the cruise ship company and/or charterers and handled directly by their agents unless the Port Authority is pre-notified of change.

Item 15. TRUCKS AT DOCK:

Truck loading consists of removing cargo or waste from the vessel to the pier, or on PDPT property and placing it in a truck. The design vehicle load for the wharf is an HS 20 truck which has a total load of 72,000

pounds (72 kips) with an 8-kip front axle and two 32-kip rear axles. The design uniform live load is 250 pounds per square foot (psf).

- a) The Port Authority requires advance notification of the arrival of trucks and shipments for outbound ship cargo or waste. No truck will be loaded or unloaded unless special arrangements are made to the Port Authority office.
- b) Proper loading or unloading of cargo or waste shall be the sole responsibility of the vessel owner, charterer, agent, or truck driver, and the Port Authority assumes no liability.
- c) A fee for trucks loading or unloading on the dock will be charged \$250.00 per vessel's order for trucks.

Item 16. SOLID WASTE DISPOSAL:

Vessels or users of port property needing to dispose of solid waste shall discharge the same only into approved facilities or receptacles at the rate of Solid Waste Disposal (currently at \$550.00 /10-yard dumpster) or on-demand pricing for a 15-yard dumpster. Dumpsters are not allowed on the Public Dock but will be located on the Eastern side of the terminal building in the parking lot.

Item 17. REGULATED WASTE DISPOSAL:

Vessels or users of port property needing to dispose of regulated waste shall notify the port authority in advance of the type of waste and the contracted party to dispose of it and discharge the same only into approved vehicles and facilities at a rate of \$250.00 per transit on the wharf.

Item 18. RECEIVING CARGO FOR A VESSEL:

Any cargo for the ship delivered to the PDPT must be properly documented with advance notice to the Port Authority.

Item 19. ELECTRIC POWER and LIGHTS:

All electric power connections are subject to approval by the Port Authority and power usage will be charged by the kilowatt hour consumed at a rate of (TBD at time of docking) per local public utility rates if the vessel connects to shore power. The Port Authority facility and dock areas will be adequately lit.

Item 20. FRESH WATER:

Fresh water will be supplied by the Port Authority upon request with prior notification. All freshwater connections are subject to approval by the Port Authority. The cost of the fresh water will be a \$200 connection fee and fresh water charged by the Port Authority according to the meter usage at the rates determined by the Port Authority (\$15/per 10ccf) to fill vessels' water tanks or if the water spigot is left on with water constantly streaming.

No connection will be made to fire hydrants, fire hoses, or hose lines for freshwater service unless previously requested in writing to the Port Authority.

Item 21. SECURITY:

In accordance with the PDPT U.S.C.G. Security plan, the Port Authority shall furnish all required bonded and insured security personnel only for the PDPT designated facilities unless the event/vessel operator provides their own security approved by the Port Authority's Port Operations Director.

A security fee is required for all vessels with 150 or more passengers at a rate of \$125/hr. for a 3-person crew.

Item 22. BUNKERING AND SHIP STORES:

Truck/ barge deliveries including fuel may be made at the Public Dock upon prior application and approval to the Port Authority, who shall designate when and where deliveries may be made. No deliveries will be allowed which conflicts with any insurance, fire, or Port security regulations.

THE RULES, REGULATIONS, AND RATES HERIN PUBLISHED ARE SUBJECT TO CHANGE.

This Agreement is acknowledged and agreed upon by the undersigned parties.

Event/Vessel Operator:

Printed Name

Date:

Signature _____

Detroit Wayne County Port Authority _____

Printed Name

Date:

Signature

NOTES