



**Dominion Terminal Associates, LLP**

**TERMINAL TARIFF**

**Effective November 1, 2009**

This Terminal Tariff can be found at  
DTA's website: [www.dominionterminal.com](http://www.dominionterminal.com)

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## PART 1: GENERAL TERMS AND CONDITIONS

Dominion Terminal Associates (“DTA”) will permit vessels to berth at its facility, and its owners, charterers, operators and agents to make use of its facility, only in accordance with this Terminal Tariff and the following general terms and conditions:

- 1.1 Consent to the terms of the tariff.** Use of the piers, wharfs, docks and other facilities of DTA shall constitute consent to the terms and conditions of this Terminal Tariff and evidences an agreement on the part of all vessels, their owners, operators, charterers and agents, and all other users of the facilities, to be governed by all terms and conditions of this tariff. This tariff applies to vessels and those interested in the vessels, using DTA. The terms of any other written agreement shall supercede any inconsistent provisions of this Terminal Tariff.
- 1.2 Lien.** Any and all services provided to or required by the vessel shall give rise to a maritime lien in favor of DTA against the vessel or any other property of the owner.
- 1.3 Waiver of sovereign immunity.** Any user of DTA’s terminal, in consideration for services performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by DTA.
- 1.4 Discharging rubbish or sewage.** Discharging rubbish, garbage, dunnage, or any other debris while at DTA’s facility is strictly prohibited. The pumping of sewage into Virginia waters is strictly prohibited. Arrangements must be made with an approved contractor for pumping oil and sludge or collecting garbage or solid waste for offload and proper disposal.
- 1.5 Dockage fee.** There is a dockage fee of \$0.45 per gross registered ton (GRT) for the first twenty four (24) hours of time alongside or any part thereof. For time after the first 24 hours, the charge will be at the same rate, but pro-rated for each hour or part of an hour; i.e., at the rate of \$.01875 per GRT per hour or part of an hour. The current edition of *Lloyd’s Register of Shipping*, Certificate of Registry, or Certificate of Documentation will be used to establish GRT.

Time commences when the vessel is made fast to the pier and ceases when the vessel has vacated the berth. Once loading or discharge is completed, the vessel shall vacate the pier (except in cases when deep draft vessels are waiting for sufficient tide height), unless other arrangements have been made with DTA. Time for dockage fee shall run, except:

- a.** When DTA requests the vessel to come to the pier early for DTA’s convenience, then time commences upon start of the loading operations;
- b.** When DTA interrupts loading or discharge (not due to delays or slowness caused by

the vessel) in order to load another vessel, the time of interruption shall be excluded;

- c. If, for DTA's convenience, DTA partially loads a vessel and suspends loading waiting for the arrival of additional coals needed, such time of suspension shall be excluded. This provision shall not require DTA to commence loading of vessels prior to the availability of all needed coals; or,
- d. If the time of loading or discharge from a vessel has been extended due to break-downs in DTA's equipment or other delays caused by DTA, such time shall be excluded.

Agents for ships shall deposit with DTA a check, drawn on a U.S. bank, in the amount of the 24 hour fee (\$0.45 per GRT) prior to commencement of loading. In its sole discretion, DTA may accept a written guarantee of payment from the agent.

DTA must receive payment in U.S. funds, either by check or wire transfer, within 30 days of invoice date. If there is disagreement as to the correctness of the billing, the undisputed portion shall be paid on a timely basis, and DTA shall be notified of the disputed amount and reasons therefor. Past due payments will accrue interest at the rate of 1-1/2% per month. If payment is more than 30 days past due, DTA shall have the right to deny any vessel access to its pier.

**1.6 Vessel to vacate berth.** DTA may order any vessel to vacate berth when:

- a. The continued presence of the vessel at the berth would be a potential hazard to the vessel, the berth, the facility, or the rights, property, or safety of others. Such situations include, but are not limited to, threatening natural disasters such as hurricanes, storms or flooding;
- b. A regulatory authority orders the vessel to vacate the berth; or,
- c. A vessel is unable to commence loading or has ceased loading operations due to breakdown of the vessel's machinery, inadequate quantities of coal, inadequate deballasting capability that materially inhibits the rate of loading, any labor dispute, force majeure or any other cause beyond the reasonable control of DTA that delays the efficient use of the terminal.

DTA shall provide written notice to the owner, agent, or interested party advising of the requirement to vacate. The notice shall state the date and time the berth must be vacated and shall be presented at least four (4) hours prior to the required time of departure. If the vessel fails to promptly vacate as directed, it shall be responsible for any damage or expense which may be incurred by DTA. DTA shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel, without recourse against DTA. In any event, the vessel shall be liable for dockage prior to the

required time of departure, and in addition, shall be liable for a charge of \$5,000 for each hour, or any part thereof, after the required time of departure.

Notwithstanding the foregoing, failure of a vessel to expeditiously complete running, trimming and topping off of cargo, as well as draft surveys, in order to vacate the berth in a timely manner, shall result in a delay charge of \$2,500 per hour. The 4-hour notice to vacate for subparagraphs a-c is not required for delay charges to accrue.

## **1.7 Payment.**

- a.** Invoices and payment are due upon presentation. In DTA's sole discretion, any invoices not paid within thirty (30) days are subject to a one and one-half percent (1-1/2%) service charge per month. DTA reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels. DTA may apply any payment received against the oldest outstanding invoices.
- b.** In the event that DTA engages an attorney to collect any sums due, whether or not by suit, the person responsible for payment shall be liable to DTA for any and all costs, including reasonable attorneys' fees, together with interest, court costs, and costs of collection.

**1.8 DTA held harmless.** Except as may be caused by DTA's own negligence, vessels, their owners, operators, agents, and charterers agree to indemnify and save harmless DTA from and against all losses, claims, demands and suits for damages, including death and personal injury, and court costs and attorneys' fees, incident to or resulting from the user's operations on the property of DTA and the use of DTA's facility.

**1.9 Responsibility for damage.** Users of DTA's terminal, including vessels and vehicles, their owners, agents, operators, charterers and managers, shall be responsible for all damage resulting from the use of DTA's facility. DTA reserves the right to contract for the repair of the facility and any and all damages to DTA's property, and the user shall be responsible for all damages caused and liable for the payment of damages at actual replacement cost, together with interest, costs and attorneys' fees that may be incurred in the collection of the damages. Prior to departure, security for damage, satisfactory to DTA, must be posted. This paragraph is not to be construed as holding the user of DTA's terminal liable for any portion of the damages caused by DTA's negligence or fault.

**1.10 No consequential damages.** In no event shall DTA be held liable for consequential damages including, but not limited to, loss of use, lost profits or demurrage.

**1.11 Notification of claim.** Any claim by the vessel, its owner, operator, or charterer, for loss, damage, shortage or contamination must be submitted to DTA immediately upon discovery, in no event more than thirty (30) days from occurrence, in writing. Lack of timely notification shall be cause for denial. In any event, DTA shall be discharged from

all liability for loss, damage, shortage, or contamination, unless suit is filed within one (1) year from occurrence.

- 1.12 Pollution.** In the event of any leak, spill, contamination, discharge, or release of any hazardous substances, petroleum, oils, or any product, by the vessel, its agents, servants, employees, or contractors, the vessel shall immediately report the release as required by law and also shall notify DTA. To the extent caused by the negligence or fault of the vessel, its agents, servants, employees, or contractors, it shall (i) remediate and clean up, at its cost and expense, the release in accordance with all applicable laws, rules and regulations; (ii) repair and restore, at its cost and expense, any property of DTA damaged as a result of the release; (iii) consistent with paragraph 1.8 of this tariff, defend, indemnify, and hold harmless DTA from and against any cost of any kind in connection with the release; and, (iv) reimburse DTA for any costs it has incurred in connection with the release.
- 1.13 Insurance.** Charges imposed by DTA do not include any amount for insuring owner's interest in the cargo for the following risks: fire, storm, acts of war, military action, or terrorism. Users of DTA's facility bear the risk of loss for these occurrences.
- 1.14 Acts of war, military action and terrorism.** DTA shall not be responsible for any loss, damage, personal injury, or death resulting from acts of war, military action, or terrorism, unless resulting from the sole negligence or fault of DTA.
- 1.15 Facility security.** Vessel owners, operators, and their agents and servants, shall provide DTA with information and shall take such action as may be necessary to ensure the security of DTA's terminal.
- 1.16 Conditions prohibiting docking.** A vessel shall not dock at DTA if:
- a. Docking is hazardous to the vessel or DTA;
  - b. The vessel cannot be moved in an emergency;
  - c. There is a significant risk that the vessel will be delayed at the pier past the completion of efficient loading or past the time that it is asked to leave;
  - d. The vessel will be slow in loading;
  - e. Allowing the vessel to dock will have adverse impact on other vessels that are scheduled to use the loading pier;
  - f. There is risk of severe weather;
  - g. The vessel is under threat of arrest or attachment;

- h.** Labor difficulties are threatened which may interrupt or delay loading or departure of the vessel from the pier past the time that DTA asks the vessel to depart;
- i.** There exists onboard the vessel any condition which may interrupt or delay loading or departure; or
- j.** DTA determines, in its sole discretion, that allowing the vessel to dock will have an adverse impact on DTA's interests.

The vessel or its agent is responsible for notifying DTA in advance of arrival of any condition listed in this paragraph which would prohibit docking.

**1.17 Berthing and mooring.** Tug assistance for docking, shifting, undocking, and holding vessels in berth at DTA shall be provided by McAllister Brothers, Inc., and its affiliates. Charges for such services are for the account of the vessel owner. DTA makes no representation or warranty of any kind with respect to the services provided by McAllister Brothers, Inc. or its affiliates, and DTA shall have no liability for any acts or omissions of McAllister Brothers, Inc., its affiliates, vessels, or employees. Once a ship or barge has docked, any damage to the vessel or DTA's pier resulting from failure to tend the vessel's lines shall be the expense of the vessel.

- a.** The turning dolphin should not be used in docking a vessel unless necessary for safe docking.
- b.** Vessel may not dock stern first because of potential damage from propeller backwash.
- c.** The Terminal may, at the expense of the vessel, require the undocking to another berth or to an anchorage of any vessel scheduled to receive or receiving coal that is unable to commence loading or has ceased loading operations due to breakdown of the vessel's machinery, inadequate quantities of coal, inadequate deballasting capability that materially inhibits the rate of loading, any labor dispute, force majeure or any other cause beyond the reasonable control of the Terminal that delays the efficient use of the Terminal.

**1.18 Shipboard welding and burning.** Shipboard welding and burning of any type is strictly prohibited while vessels are berthed at DTA without the express written authorization from DTA. All applicable laws and regulations must be followed in carrying out shipboard welding or burning. In no event shall DTA be responsible for the safe conduct of welding or burning.

## PART 2: SCHEDULING

DTA will receive vessels twenty-four hours per day, Saturdays, Sundays and holidays included, except Christmas day. DTA will shut down for 24 hours beginning Christmas Eve or Christmas Day; contact DTA for particulars. The required procedures for scheduling and assigning loading priority, are set out in this Part 2. DTA shall have no liability to vessels waiting to load for any delay, demurrage, or loss of use.

**2.1 ETA notice requirements.** The Master or agent shall advise DTA of the vessel's estimated time of arrival ("ETA") 7 days in advance, and then again 48 hours and 24 hours before arrival. If possible, notice of ETA shall be given upon leaving the previous port of discharge. Notice of ETA may be delivered by telephone, and must be followed by written confirmation or telex. The 7 day ETA message should include:

- Estimated time of arrival at anchorage or dock (local time)
- Last port of call
- Number of crew replacement expected
- Tonnage by compartment
- Compartment loading sequence
- Estimated time to deballast after berthing

Following the 24 hour notice, the Master shall notify the Terminal Manager promptly of any change of 2 hours or more in the ETA.

**2.2 Scheduling guidelines.** At least 24 hours before mooring, the Terminal will assign a berthing time. The berthing time will be confirmed 4 hours prior to actual berthing and changes will be communicated immediately to the agent of a vessel.

At least 14 days before the ETA of a vessel tentatively scheduled for loading at the Terminal (except for vessels engaged in the handling of United States Government coal or the coastwise transportation of domestically produced coal), there shall be requested from the DTA Owner a "Priority Date" and there shall be specified the following information regarding the loading of said vessel:

- The name of the vessel (if known). "To Be Named" vessel requests are not acceptable more than one month ahead of the requested Priority Date.
- The requested Priority Date.
- The quantity of the consignment plus or minus five percent (5%) and the pile numbers to be loaded into such vessel.

DTA shall, upon review of the overall vessel loading schedule with the Terminal, revert to the party requesting a Priority Date, and either (1) confirm the requested Priority Date,

or (2) if the requested Priority Date is not available, offer the nearest available alternative Priority Date either prior to or after the requested Priority Date. Priority Dates will not be assigned to vessels, if requested, within 14 days of their ETA. Priority Dates are only projections, not guarantees. Loading priorities are determined as provided below.

**2.3 Loading priority and procedures.** Priority dates for loading are projections, not guarantees. The following guidelines will be used to determine loading priority.

- a.** DTA shall "Call" (as defined below) vessels generally in the order they are "Ready to Load" (as defined below), except: (i) U.S. flag vessels, those engaged in handling United States Government Coal or the coastwise transportation of domestically produced coal, will be accorded the priorities required by federal law; (ii) vessels that have "Priority Loading Status" (as provided below); and, (iii) vessels that have not at least 14 days before their ETA requested a Priority Date will be loaded last, as provided below. The order of vessels waiting to load is sometimes referred to herein as the "berthing order."
- b.** Vessels will be deemed "Ready to Load" regardless of their Priority Date when the vessel:
  - Has arrived at the Virginia Capes,
  - Is in all respects ready to receive cargo, and
  - Has its entire cargo available at Newport News in railcars or in storage, and such cargo has been designated for that vessel.
- c.** A vessel will achieve "Priority Loading Status" when it is "Ready to Load" and notifies DTA between 0001 hours and 2400 hours on its Priority Date that it is prepared to proceed to DTA's pier on its Priority Date. A vessel which is "Ready to Load" before its Priority Date will not achieve Priority Loading Status until 0001 hours on its Priority Date. Once achieved, a vessel shall retain its Priority Loading Status until it fails to comply with a Call.
- d.** Vessels that have not requested a Priority Date at least 14 days before their ETA, except U.S. flag vessels, will be loaded last through the date (the "Required Notice Date") that is 14 days after DTA was first notified that the vessel intended to load at the Terminal. As to each other, such vessels will be loaded in the order in which they are Ready to Load. After the Required Notice Date, such vessels will be treated as other "first come, first served" vessels.
- e.** At the conclusion of a Force Majeure event that interrupts loading, vessels will be loaded in the following priority order (subject to the preceding provisions):
  - Vessels having achieved Priority Loading Status after the conclusion of the Force Majeure,

- Vessels having achieved Priority Loading Status before or during the Force Majeure, and
  - In the order in which they become “Ready to Load”, as provided in subparagraphs (a) and (b) above.
- f.** Except as provided in subparagraphs (a), (d) and (e) above, vessels will be loaded first in the order they achieve Priority Loading Status. If, on any day, two or more vessels achieve Priority Loading Status, those vessels shall load in order of their Priority Dates. If two or more vessels have the same Priority Date and both achieve Priority Loading Status, they will be loaded in the order in which they achieve Priority Loading Status. If two or more vessels which have the same Priority Date achieve Priority Loading Status at 0001 on that date, they will be loaded in the order in which they arrived at the Virginia Capes. If there are no vessels with Priority Loading Status, vessels ready to load will be loaded in the order provided in subparagraph (a) above.
- g.** While waiting for berth at DTA, no vessel is under any requirements as to location or activity and may elect to load at other piers, and DTA will maintain its position in the berthing order.
- h.** DTA's "Call" shall consist of DTA advising a vessel that it should proceed to DTA's pier. DTA's timing of all Calls will be based on its sole judgment as to the proper operation of the terminal, in DTA's sole discretion. Projections as to expected times for any Call are only projections, not guarantees.
- i.** If a vessel does not or cannot comply with the Call for any reason, its place in the berthing order will be lost and, if the vessel has achieved Priority Loading Status at the time of the Call, it will lose its Priority Loading Status. Priority Loading Status will be regained if the vessel is ready to proceed to DTA's pier before 2400 on its Priority Date. A vessel which has so lost its place in the berthing order may enter the berthing order anew when it is able to respond to a Call and notifies DTA of that fact. Its place in the berthing order will be determined by the date and time of such notice.
- j.** DTA reserves the right to reorder the priority of loading when in its judgment there is risk of damage to the pier; risk of interference with the continuing loading of coal; when necessary for safety; when it is necessary to have an operational ship gangway on the correct side of the pier; or, when an event of Force Majeure has occurred.
- k.** DTA reserves the right to interrupt the loading of any vessel when in its sole judgment it is necessary to load a U.S. flag vessel.
- l.** In the event of unforeseen circumstances, DTA reserves the right to alter these guidelines in order to ensure the safety and efficiency of DTA's facility and its operation.

## PART 3: LOADING

**3.1 Pre-loading conference.** Before the cargo loading begins, the DTA Superintendent of Operations or his designated representative will board your vessel. He will discuss with you and your officers the safe loading of your cargo. He will expect to receive from the Master the following:

- Certificate of Readiness or Hold Cleanliness of all compartments issued by a representative of the National Cargo Bureau, Inc., or other organization (vessels coming from anchorage or from another pier should have the holds inspected prior to berthing),
- Gas Free Certificate on OBO vessels if previous cargo was petroleum. If certificate is required and the vessel berths without said certificate, the vessel will be ordered to leave the berth at its own expense. Foreign Gas Free Certificates are not valid for purposes of this section, and
- Loading plan based on the maximum air draft available at the dock.

The DTA Superintendent of Operations or his designated representative will also review the Pre-loading Conference check list (see Appendix B) and sign it with you when all items are understood and agreed upon.

**3.2 Inspection.** DTA representatives may be on board the ship during cargo loading. DTA and its agents also reserve the right to board any vessel at the Terminal at any time to confirm assertions by the vessel that it is unable to depart the berth as requested by the Terminal and reserves the right to board any vessel at the terminal at any time if such vessel is causing a delay at the Terminal.

**3.3 Minimum crew.** Any vessel in berth shall at all times maintain appropriate officers and crew aboard to vacate the berth and to permit uninterrupted cargo loading at any time of day or night, including Saturdays, Sundays, and holidays. Any vessel in berth that refuses to work 24 hours/day shall vacate berth on order of DTA.

**3.4 Loading delays.** In the event that the vessel's crew is not prepared to shift the vessel as required, or is otherwise unable to continue the cargo loading, the Master will be advised of the loading delay verbally and later receive a written verification (see Appendix E). Such delays will be excluded from loading time.

**3.5 Loading rates.** Loading rates depend on such variable factors as the source of the material, the vessel's deballasting capacity, the vessel's deck configuration and others. Such variables will be discussed at the pre-cargo loading conference in relation to your loading plan.

Scale weights will be utilized to load the vessel. The scale weights will be made available upon request to the Deck Officer during loading. Although every possible care has been taken to provide accurate scale readings, the scales are not certified and DTA accepts no responsibility for the reliance on these readings by vessel's personnel. Draft survey services are available through the shipper but shall not be the responsibility of DTA.

- 3.6 Responsibility for loading.** The sole responsibility for the loading of a vessel rests with the Master. Therefore, it is essential that the vessel has a responsible officer on deck at all times during loading to ensure correct loading. It is also the responsibility of the vessel to monitor the draft of the vessel in order to assure that no overloading occurs, and to assure that coal is properly distributed on the vessel. It is essential that inadvertent overloading of the vessel be prevented since there are no cargo discharge facilities available at the Terminal. **THE OWNER, OPERATOR AND/OR CHARTERER OF THE VESSEL ARE RESPONSIBLE FOR ALL COSTS INCURRED IN DISCHARGING ANY EXCESS CARGO.**
- 3.7 Completion of loading.** The Master is solely responsible for running, trimming, and topping off the cargo and completing draft surveys in an efficient manner. Failure to do so or to vacate the berth immediately after completion of these procedures, unless DTA shall agree otherwise, will result in imposition of delay charges pursuant to paragraph 1.6. Prior to vacating the berth, the vessel will submit to DTA a National Cargo Bureau, Inc., or SGS Control Services, Inc., or equivalent organization Loading Certificate indicating that the cargo has been stowed in compliance with all applicable regulations and sign the applicable "Notice of Completion" (see Appendix F).
- 3.8 Adverse weather.** Strong winds and hurricane warnings will necessitate the interruption of loading operations and may require moving a ship from the dock to an anchorage away from the dock. Sustained wind velocity of 45 mph will require interruption of vessel loading and the tie down of the vessel loader.

## PART 4 – VESSEL RESTRICTIONS

- 4.1 **'Tween deckers.** No 'tween deckers will be accepted for loading.
- 4.2 **Common carriers.** Common carriers, within the meaning of the Shipping Acts of 1916 and 1984, as amended, shall not be accepted at DTA. DTA does not provide any services to common carriers, including freight forwarding, wharfage, dockage or storage.
- 4.3 **Type.** Vessels receiving Ship Consignment at the Terminal shall be bulk carrier or OBO type, gearless single deck and self-trimming and hatches shall be of mechanical type except that DTA, in its discretion, may permit the use of geared vessels. DTA has the right to reject a vessel which cannot be properly loaded or which could induce a safety hazard.
- 4.4 **Dimensions.** Vessels larger than 1,000 feet (304.8m) LOA and 164 feet (50m) beam will not be accepted for loading without the specific prior approval of the Terminal Manager or his authorized representative. Barges will have a minimum freeboard when loaded of 5 feet (1.524m).
- 4.5 **Draft.** Vessels must notify DTA of the draft of the vessel prior to docking, in advance of loading, and the draft of the vessel after loading is completed. DTA will neither accept nor load a vessel to a draft in excess of 50 feet.
- 4.6 **Air draft.** A vessel being loaded must maintain ballast and trim so that the maximum vessel elevation of the hatch being loaded (normally the hatch covering or opened side - rolling hatch cover) is at or below +79 feet M.L.W. (24m).
- 4.7 **Dock height.** The concrete dock surface is at +13 feet M.L.W. (3.96m).

## **PART 5: BULKHEAD RULES FOR TUGS AND BARGES**

**5.1 Rules.** Use of the bulkhead by tugs and barges is solely at the discretion of DTA. Barges and tugs using the bulkhead for mooring or navigating in the vicinity of the bulkhead do so at their own risk, and are responsible for any damage to the bulkhead resulting from such use or navigation. DTA shall have no liability for damages of any kind arising from the use of the bulkhead by barges or tugs or from operations in its vicinity. The following rules apply:

- a.** DTA must authorize the use of the bulkhead on each occasion.
- b.** The bulkhead is available on a “first come, first served” basis. The tugboat or its agent shall advise DTA as to the barge arrival time prior to tying barge at bulkhead.
- c.** Only EMPTY barges may use the bulkhead due to the water depth and mooring limitations.
- d.** Any barge using the DTA bulkhead cannot exceed 400 feet in length without specific prior approval from DTA.
- e.** Barges may use the south bulkhead only if:
  - The barge is ready to take the next available berth at the pier, and
  - The coal for the barge is in Newport News.
- f.** The tugboat bringing the barge may tie up on the opposite side of the pier, at the short upstream section of the bulkhead.
- g.** DTA makes no representations or warranties about the condition or suitability of objects on the bulkhead to which lines might be tied, and all mooring and securing must be conducted by the tug at its own risk.
- h.** DTA must be notified immediately of any damage to the bulkhead.

## PART 6 - SAFETY

When a vessel is berthed at Dominion Terminal, we expect her Master to give top priority to safety and efficiency and to follow all regulations generally followed in the marine transport industry as well as those included here. All cargo handling operations on the vessel are the Master's responsibility, and the loading of the cargo shall be under the continuous direction of the Master or authorized representative.

- 6.1 Adverse weather.** If, in the opinion of the Terminal, the weather conditions so warrant, any vessel in berth may be ordered at any time to vacate the berth at vessel's risk and expense until such time as weather conditions permit the vessel to return to berth. Appropriate officers and crew shall be maintained aboard the vessel for such purposes. Failure to vacate shall make the vessel liable to DTA for all damages resulting from the failure of the vessel to leave the pier when ordered to do so.
- 6.2 Boiler-tube blowing.** Vessels shall not "blow tubes" in the vicinity of the terminal dock.
- 6.3 Minimum number of crew.** The ship shall provide a sufficient level of personnel to attend moorings and conduct cargo transfer operations in safety, and to enable the ship to depart from the berth in an emergency.
- 6.4 Engines.** The Master shall keep the engines ready and the vessel trimmed so it can leave the dock on short notice. If the vessel becomes unable to get underway, sufficient tug power must be standing by at all times.
- 6.5 Gangways.** The Master shall tend the gangway and keep it properly rigged, secured and lighted. The dock has no installed gangways. The gangway and other ship equipment must be kept clear of DTA's traveling shiploader. The gangway must be tended at all times, especially during loading, so that it does not do damage to the pier. Any damage to the pier resulting from failure to tend the gangway shall be the expense of the vessel. Ships are required to have a properly operating gangway as a condition of docking at DTA's pier. If a ship's gangway is only operational on one side, then it may only berth on one side of the pier, which may affect priority of loading.
- 6.6 Mooring lines.** The Master shall tend mooring lines to keep them taut and keep the vessel in position. See that tension winches are on manual brake.
- 6.7 Heaving lines.** When using heaving lines, the ends of which are equipped with Monkey Fists, personnel involved shall exercise caution to avoid the possibility of injury.
- 6.8 Lifesaving equipment.** No person shall remove or interfere with any lifesaving gear or appliance except for the purpose of saving life.

- 6.9 Smoking – Fires.** No person shall smoke or light matches or fires in an area or place where smoking is prohibited by DTA.
- 6.10 Firearms.** No person shall discharge any firearm, or explode any detonator or other signal, except as a signal of distress, or use any explosive upon any vessel or within the Terminal.
- 6.11 Explosives.** Explosives or highly flammable goods shall not be loaded or unloaded at the Terminal.
- 6.12 Repairs.** While at berth, do not perform any repairs, hot work or maintenance work without prior approval from DTA. In no event shall DTA be responsible for the safe conduct of welding or burning.
- 6.13 Sewage discharge.** Discharge of sewage while the vessel is at DTA is not permitted.
- 6.14 Deck lights.** Sufficient lighting on the deck and walkways must be provided to permit safe night operation.
- 6.15 Ballast discharge.** DTA shall be notified prior to discharging ballast on the dockside of the vessel and the location of the ballast discharge. Install a deflection plate over the ballast discharge if it is capable of discharging over the wharf.
- 6.16 Anchors.** Do not use your anchors while at the dock. Weigh or house your anchor after vessel is secured.
- 6.17 Shore leave.** Ship personnel must be warned about the hazards of moving equipment while using the dock to go ashore. Persons leaving the vessel do so at their own risk. Users of DTA shall indemnify DTA, its members and its employees against any claims by ship personnel who have come ashore.
- 6.18 General warning for coal.** IMO has categorized coal as MHB (Materials Hazardous in Bulk). The possibility exists of self heating and emitting of hazardous gas. It is the Master's responsibility to obtain a cargo declaration sheet and most recent BC Code as required by Solas 1974, as amended. The terminal does not have access to this information nor assumes any responsibility as to the accuracy of the information received. DTA makes no recommendations once the cargo is on board.

## PART 7: GENERAL INFORMATION

The information in this Part 7 has been obtained from a variety of sources. No representation or warranty of any kind is made as to the accuracy or completeness of the information contained in this part, and nothing contained herein is, or should be considered, a promise or representation, either past, present, or future.

- 7.1 Location.** DTA is located in Newport News, Virginia on the James River, 36 nautical miles from the Chesapeake light. The approximate latitude is 36° 57' 48" North, and the approximate longitude is 76° 25' 50" West. The dock heading is N37° 23' East.
- 7.2 Dock.** The overall length of the dock is 1,242 feet (378.56m). It consists of concrete deck on concrete piles and a truss to support the dock conveyor. Deck level is +13 feet M.L.W. (3.96m). 720 feet of dock incorporates 7 buckling type fenders on each side, 120 feet (36.58m) apart, see Appendix A. The turning dolphin is designed with a capacity of 100 tons on each bollard in any direction. There are two bollards located on the turning dolphin. Vessels will be berthed on either side of the dock at the option of Terminal Management. See the gangway requirement at Section 6.5.
- 7.3 Shiploader.** The travelling shiploader has 650 feet (198.12m) of total travel and it can luff and slew. It can reach a maximum distance of 103 feet (31.4m) from the fender face.
- 7.4 Slip.** For dimensions of slip, see Appendix A.
- 7.5 Time zone.** Local time: Eastern Standard Time (-5 GMT). From the first Sunday in April to the last Sunday in October this is modified by use of Daylight Time (-4 GMT). All communications use local time and arriving vessels must take this factor into consideration when advising of ETA.
- 7.6 River stages, tides and currents.** The James River at the Terminal location is affected by the tides. Typical tide is +2.8 feet (.85m) M.L.W. with maximum high tide of +8.5 feet (2.59m) M.L.W. and extreme low at -3.1 feet (.94m) M.L.W. Maximum currents of 4.5 knots have occurred, with typical being 2 knots.
- 7.7 Winds.** Winds of varying strength may come from any quarter. The prevailing winds are from southwest. Hurricanes and tropical storms have struck the Hampton Roads area numerous times in the last 80 years.
- 7.8 Visibility.** The visibility is normally good to excellent. Reduced visibility of 1/4 mile or less can average 3 days per month from October through March. However, it is the responsibility of the vessel to monitor the visibility and properly navigate and function according to the visibility at the time.

- 7.9 Weather.** The local Marine Operator transmits weather information at 0100, 0700, 1300 and 1900 local time on 2538 and 2450 KHz. The National Weather Service provides continuous VHF-FM weather broadcasts on 162.55 KHz, telephone (757) 899-4200.
- 7.10 Navigation.** You are required to notify the Coast Guard Captain of the Port at least 24 hours before arrival. You will satisfy this requirement automatically if you report in accordance with the U.S. Coast Guard Voluntary Automated Merchant Vessel Report (AMVER) system.
- 7.11 Charts and publications.** The following charts and publications may be of use when entering the Chesapeake Bay and James River: U.S. Coast Pilot No. 3 and 4 Atlantic Ocean; U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Survey Maps (required by law) Nos. 12245 and 12221; and, lights list for Atlantic and Gulf, Volume II published by the U.S. Coast Guard.
- 7.12 Anchorage.** Anchorage grounds in Hampton Roads are either public or reserved for government use. They are under the cognizance of Captain of the Port, Hampton Roads and no charge is assessed for their use. Questions regarding the availability of such anchorages may be addressed to the U.S. Coast Guard.
- 7.13 Taxes, harbor dues.** Please refer to the latest issue of the "Port of Greater Hampton Roads Annual" or equivalent information published by the Hampton Roads Maritime Association, which can be reached at (757) 622-2639. The ship's agent can also provide this information. Payment or collection of any dues or taxes is not the responsibility of DTA.
- 7.14 Linehandling.** DTA does not provide linehandlers; this service must be arranged by the vessel or its agent.
- 7.15 Water.** Except during winter months, potable water is usually available at the dock at no charge. Vessels must supply their own hoses and make connections with their own personnel.
- 7.16 Communication.** The official language of the Terminal is English. Therefore, you must have personnel on duty at all times who can effectively communicate in English with the dock personnel.
- 7.17 DTA Contact.** DTA may be reached as follows:

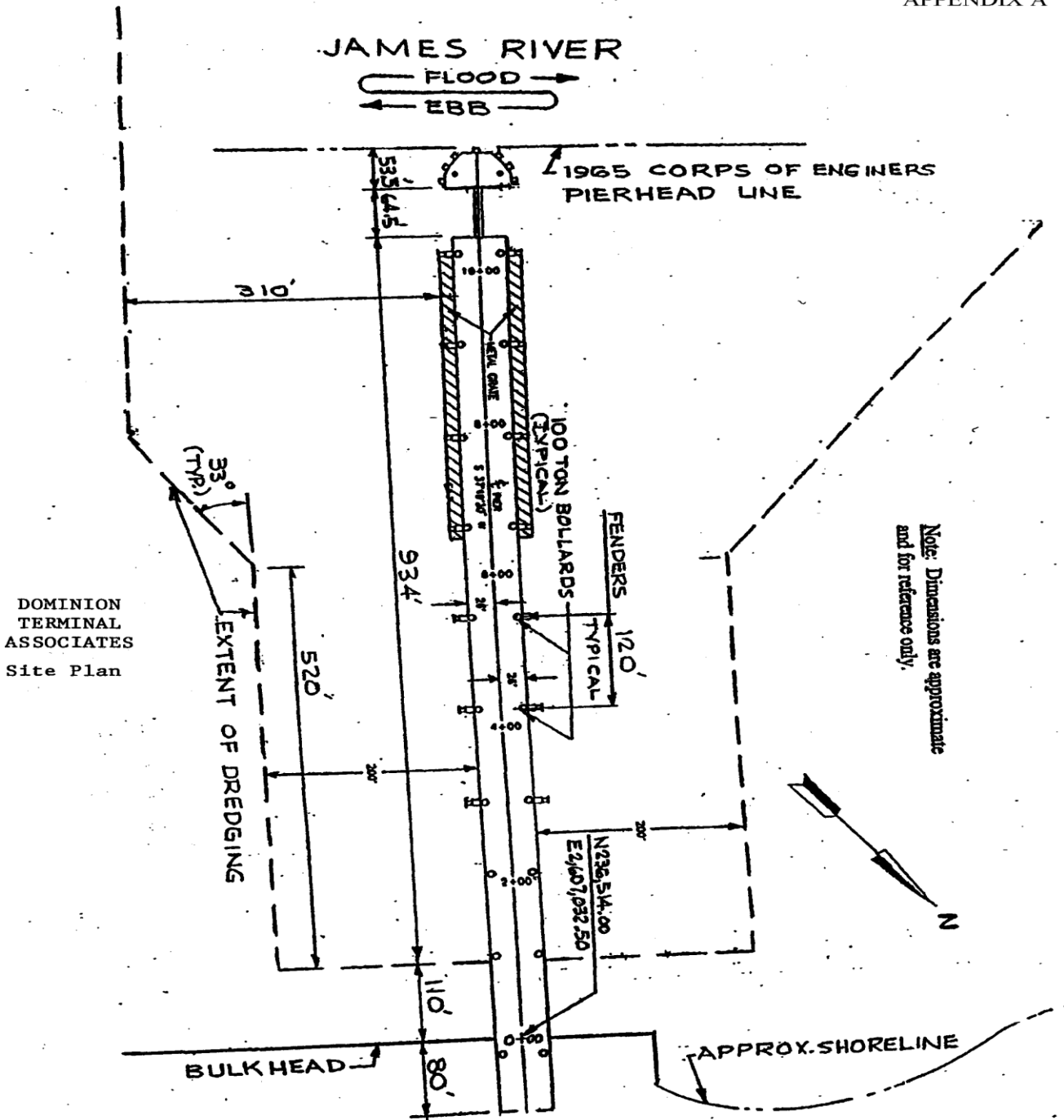
During Office Hours  
Phone: (757) 245-2275  
Fax: (757) 247-9729

During Non-office Hours  
Phone: (757) 245-2275  
Fax: (757) 380-0704

- 7.18 Dock communications.** After docking at Dominion Terminal, the Superintendent of Operations or his designee will come aboard and any communication for loading will be made through this individual.
- 7.19 Telephones.** There are two public telephones at the Administration Building for outside calls. Crew members will not be permitted to use the other Terminal telephones.
- 7.20 Trash disposal.** Trash and debris from vessels and crew, or others on board a vessel, should not be deposited at the DTA terminal facility. Vessels should make appropriate arrangement with the agent for disposal of such material. All trash disposal must be approved by an authorized DTA representative. The Master of all vessels shall advise his crew, and other appropriate persons aboard the vessel, of this policy.
- 7.21 Chandlers.** Vessel chandlers are not permitted to take vehicles onto the pier. Large items that require transportation on the pier for delivery to the vessel shall be arranged with DTA. Vessels shall not pay, or in any other way remunerate, DTA employees for assistance in moving items onto the vessel, for removing items from the vessel, or for any other activity.
- 7.22 Ship's business.** A vessel calling at DTA should address all business messages to its agent.
- 7.23 Repatriation.** Make arrangements through your agent.
- 7.24 Health and hospital facilities.** There are no medical facilities at our dock; however, you can arrange through your agent to treat someone on board or to transport him to one of the local hospitals. Local fire, police and ambulance services may be reached either direct or ship-to-shore by calling the Newport News Emergency Dispatch at 911 (Newport News). DTA has no responsibility for providing medical attention or services to any person on a vessel. DTA has set out the above telephone number as a convenience, but it makes no representation or warranty of any kind with respect to this service.
- 7.25 Bunker, diesel, lubricating oils, provisions and stores.** Supplies and stores must be received aboard your vessel from the water. No vehicles will be permitted on the pier for delivery purposes, without the express approval of DTA.

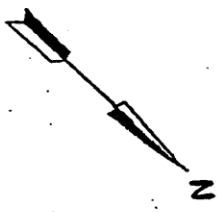
## APPENDIX

Berth Site Plan	A
Pre-Loading Conference	B
Crew in Cargo Hold Agreement	C
Vessel Loading Plan	D
Cargo Loading Delay Notification	E
Notice of Completion	F



DOMINION  
TERMINAL  
ASSOCIATES  
Site Plan

Note: Dimensions are approximate  
and for reference only.



# DTA

## Dominion Terminal Associates Newport News Terminal

### PRE-LOADING CONFERENCE

Representative: \_\_\_\_\_ Title: Deck Foreman

Vessel: \_\_\_\_\_

Location: Pier 11 Harbor Road, Newport News, VA 23607

Date: \_\_\_\_\_

Time: \_\_\_\_\_

TO: Ship's Master

Before cargo loading begins, please review and check off the following items to show that you understand and agree to them; then sign the declarations on the last page.

		Ship	Terminal
1.	An English speaking member of the crew will always be on duty to communicate with DTA personnel.		
2.	No repairs or maintenance will be done without prior approval from DTA.		
3.	Mooring lines are adequate and will be tended to keep them from going slack		
4.	Ship must not land gangway on the walkway structures. Gangway watch must be maintained to prevent damage to walkway structures. It is the Ship's responsibility to ensure a safe access between the Ship and the pier.		
5.	DTA accepts no responsibility for any damage to Ship's gangway and associated equipment.		
6.	The Ship will be maintained to trim and the engine in a condition such that it could leave the pier on short notice (30 minutes or less) or 2 tugs of adequate size will be standing by. The crew onboard will be maintained at sufficient size to take charge of the Ship.		
7.	DTA may place an observer aboard your Ship. He will not be responsible for any phase of the Ship's operation. His purpose will be to improve communication between the Ship and DTA.		

APPENDIX B

		Ship	Terminal
8.	Submittal of Certificate of Readiness/Hold Cleanliness		
9.	Entry into cargo holds during cargo operations is strictly prohibited without the specific agreement and signed approval of both the Master and Dominion Terminal Associates.		
10.	DTA is aware of the location of the Ship's ballast discharge and the time required to complete deballasting.		
11.	The loading plan denotes the hold rotation and corresponding tonnages. Both DTA and Ship are in agreement and have signed and dated the Vessel Loading Plan.		
12.	The Ship will notify the DTA Deck Foreman of any change in the loading procedure. Changes will require additional signatures on the Vessel Loading Plan for documentation.		
13.	The Ship has informed DTA prior to docking and will reconfirm prior to loading the Ship's departure draft. This will ensure the depth of water at the berth, and the shiploader's air draft are adequate for the cargo operations to be completed.		
14.	DTA's inshore scale figures will be provided upon request as a convenience to the Ship. A difference between the draft survey figures and the shore figures is to be expected.		
15.	DTA's representative has discussed the estimated loading rate.		
16.	Loading shall be under the continuous direction of the Master or an authorized officer of the Ship.		
17.	Upon completion of cargo loading, the Ship will submit to an NCB or SGS Loading Certificate and sign a Notice of Completion.		
18.	The Ship's crew will be advised by the Master not to deposit trash on DTA property. The Master will advise the crew not to litter DTA property with such items as cans, food containers and wrappers, etc.		
19.	It is the Ship's master's responsibility to prevent any oil, oily ballast, or sewage from being pumped or spilled overboard.		
20.	The Vessel Security Officer (VSO) or designee will inform <b>all crew</b> members that they are only to use the up river side of the pier when exiting. Under no circumstances should anyone attempt to go around, under, or over, the security fencing or ship loading equipment. Attempting to do so is considered a <b>Breach of Security</b> and all the appropriate law enforcement authorities will be notified immediately.		

APPENDIX B

		Ship	Terminal
21.	The Vessel Security Officer (VSO) or designee will inform all crew members that entrance to and exit from our pier, the Restricted Area, will require an identification check <b><u>and possible Screening and Inspection</u></b> at the Security Building. Failure to comply will be considered a Breach of Security, and all appropriate law enforcement authorities will be notified immediately.		
22.	DTA security monitors <b><u>VHF Marine Radio Channel 10 USA</u></b> and can be reached by phone at <b><u>(757) 244-2136.</u></b>		
23.	The Ship has a Terminal Tariff.		

We have completed our conference and all items are understood. The cargo loading is ready to proceed.

Master: \_\_\_\_\_

Deck Officer: \_\_\_\_\_

DTA Representative: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Endorsement of any deviation as noted under comments: \_\_\_\_\_

\_\_\_\_\_  
Ship Representative

\_\_\_\_\_  
DTA Representative

**Dominion Terminal Associates  
Newport News, Virginia**

**Crew in Cargo Hold Agreement**

Ensuring the safety of vessel crew and services providers is a high priority for Dominion Terminal Associates (DTA). Therefore;

Entry into the cargo holds during cargo operations is not permitted by anyone without the specific agreement and signed approval of both the Master and terminal, and only under the following conditions.

If access is agreed to by the terminal and authorized by the Master, a designated ships officer should be stationed on the deck above the cargo hold at all times, to watch the safety of persons working in the cargo hold and to ensure that the DTA Ship loader is positioned in the hold.

\_\_\_\_\_  
Master

\_\_\_\_\_  
Date

\_\_\_\_\_  
DTA Representative

\_\_\_\_\_  
Date



Dominion Terminal Associates  
Newport News, Virginia

**CARGO LOADING DELAY NOTIFICATION**

To: Master, SS/MV: \_\_\_\_\_

You are advised that cargo loading was delayed by your vessel from:

DATE	TIME	<i>to</i>	DATE	TIME	TOTAL TIME (hrs)	REASON
		<i>to</i>				
		<i>to</i>				
		<i>to</i>				
		<i>to</i>				
		<i>to</i>				

TOTAL: \_\_\_\_\_

for a total delay of \_\_\_\_\_ hrs.

You will appreciate that as these incidents have occurred through no fault of DTA, we serve notice that we hold your vessel and owners responsible for all charges and/or expenses arising from the above incidents.

Kindly acknowledge receipt of this letter by signing and returning the attached copy.

Sincerely,

Dominion Terminal Associates

Receipt Acknowledged: \_\_\_\_\_

Master SS/MV: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Vessel's Agent  
Customer  
Dispatcher, DTA

**Dominion Terminal Associates  
Newport News, Virginia**

**NOTICE OF COMPLETION**

LOADING OF VESSEL: \_\_\_\_\_

DATE: \_\_\_\_\_

MATERIAL: \_\_\_\_\_

SURVEYOR: \_\_\_\_\_

This is to certify that the vessel was loaded and stowed to the Master's satisfaction, all of dockside gear removed from vessel, and that vessel was released and available for removal from dock at \_\_\_\_\_.

\_\_\_\_\_  
Dock Master or Superintendent

ACCEPTED TIME: \_\_\_\_\_

MASTER: \_\_\_\_\_

M/V: \_\_\_\_\_