

Cargo - Port Facilities Rates & Tariffs

FMC Tariff No. 2

SECTION II - GENERAL RULES AND REGULATIONS

CONSENT TO THE TARIFF 200

Issued - December 13, 1991 Effective - December 13, 1991

Use of the wharves, other facilities, or property under the jurisdiction of the Board shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charters and agents, or other users to pay all applicable charges and abide by all rules and regulations or ordinances of the Board, and abide by the rules and regulations of this tariff.

INTERPRETATION OF TARIFF 202

Issued - December 13, 1991 Effective - December 13, 1991

The Board shall be the sole judge as to the interpretation of this tariff.

PROHIBITED ACTIVITIES 204

Issued – November 1, 2015 Effective - January 1, 2016

The following activities are prohibited:

- (1) Smoking on or in the public wharves or other facilities under Board jurisdiction and the approaches within 50 feet of the wharves or facilities, excepting specially designated areas.
- (2) Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel.
- (3) The obstruction of any fire fighting appliance or apparatus on or in any wharf or roadway.
- (4) The removal or breaking of the wire seals on fire hoses or fire water valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of a First Call on Berth Privilege and the Assignee of the Berth shall immediately report any broken seals to the Board's engineering department.
- (5) Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouses. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour or other contact sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once.
- (6) Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. The housing of gasoline operated truck lifts and similar equipment may be permitted only after an inspection and receipt of written permission from the Marine Terminal Superintendent.

(7) Operating any vehicle on any wharf when, in the discretion of the Marine Terminal Superintendent, the vehicle interferes with the efficient operation of the wharf.

(8) Dumping of oil, oily wastes or grease or other refuse matter into the waters of the Port of New Orleans. Engaging in this activity shall be in violation of national, state, and Board laws and ordinances.

(9) Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the City of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment.

(10) Obstructing any wharf by stevedore's tools, equipment, donkey engines, vehicles, or any other material or object which is not part of the cargo. Engaging in this activity shall result in a \$81.00 daily charge, commencing 24 hours after notice is given by the Marine Terminal Superintendent, and shall result in the removal, storage and/or sale of such material at the stevedore's expense.

(11) Failing to maintain 10 feet clearance from the nearest rail of any railroad, the obstruction of the free passage of any rail car, and endangering the safety of rail cars or operating personnel. Engaging in this activity shall be in violation of the ordinances of the City of New Orleans.

(12) Vessel operations that exceed loading and strains posted on or in the wharf, or otherwise designated by the Board.

(13) Oxyacetylene, electric, or any other welding or burning or other "hot work" involving use of any open flame or heat on any wharf or inside any shed or covered facility owned, operated or administered by the Board unless a current permit issued by the Harbor Police Department is obtained and posted at the site where cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any other "hot work" is to be performed. The requirements listed in the document entitled "Basic Precautions for Using the Welding/Cutting Permit System," also issued by the Harbor Police Department, shall be complied with. The provisions of 49 CFR176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.

Note - Any person engaging in activities (1), (2), (3), (4), (8) and/or **(13)** maybe in violation of Board ordinances, which are punishable by a fine not more than\$500.00 and/or six months imprisonment, in the discretion of the Court..

FIRE SIGNAL 206

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Where fire occurs on board any vessel in the Port of New Orleans, the vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.

DISTRESS, FIRE OR EMERGENCY ALARMS AS PART OF PREPARATION DRILLS 207

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Rules for the operation and navigation of the Inner Harbor-Navigation Canal are published in the Board's Inner Harbor-Navigation Canal tariff.

CLEANING OF WHARF 208

Issued – November 1, 2015 Effective - January 1, 2016

It is the responsibility of the vessel and Grantee of a First Call on Berth Privilege to clean, promptly, the wharf upon completion of loading/unloading operations. All dunnage, trash or debris must be removed and the wharf, including comfort station(s), must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle Board, in its discretion, on one-hour's notice, to either contract with private contractors to clean such area or clean the area with Board employees. In either event, the Grantee or vessel assigned the facility shall be obligated to pay to the Board the charges assessed in accordance with the following schedule:

- Minimum charge-----
\$2,322
- Each hour in excess of 4-hour minimum-----
\$581 per hour
- Disposal costs exceeding \$300-----
Actual Cost
- Extraordinary labor or equipment-----
Actual Cost

Any repeated failure of the Grantee to promptly clean the First Call area, after notice by Board as aforesaid, shall be cause for immediate cancellation of the First Call on Berth Privilege.

The Grantee of a First Call on Berth Privilege shall participate in a pest eradication program, and written evidence thereof shall be furnished Board.

SEAMAN'S CENTERS 210

Issued - January 28, 1993 Effective - March 1, 1993

Grantees of First Call on Berth Privilege or Assignees of a Berth shall be responsible for furnishing to Board evidence of insurance coverage, including but not limited to Workers' Compensation, Comprehensive General Liability, Stevedore and Terminal Operator's Liability (Grantee or Assignee) and such other insurance, in such form and with such minimum limits as the President-Chief Executive Officer may require.

Failure to obtain and retain or submit evidence of the insurance coverages required by the President-Chief Executive Officer shall constitute cause for denying the use of the Board's facilities or cancellation of an assignment previously made.

MINIMUM INSURANCE REQUIREMENTS FOR EXCURSION AND RIVERBORNE GAMING VESSELS 211

Issued - January 28, 1993 Effective - March 1, 1993

Vessel operators and/or terminal operators who utilize the Board's public facilities for the berthing of excursion and/or riverborne gaming vessels shall be responsible for furnishing to Board evidence of insurance coverage, including, but not limited to Comprehensive General Liability, Protection & Indemnity, Hull & Machinery, Workers' Compensation, and Comprehensive Motor Vehicle Liability, and such other insurance, in such form and with such minimum limits as the President-Chief Executive Officer may require.

Failure to obtain and retain or submit evidence of the insurance coverages required by the President-Chief Executive Officer shall constitute cause for denying the use of the Board's facilities or cancellation of an assignment previously made.

PAYMENT OF CHARGES 212

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All charges incurred under the provisions of this tariff shall be payable within 30 days from the date of bill or invoice. Interest of .0333 percent per day, or approximately 12 percent per year, shall be assessed on the balance due on invoices more than 30 days old.

The Board reserves the right to place a user on a cash basis, or to deny the use of the Board's facilities to any user until all outstanding delinquent charges have been paid.

DAMAGE TO BOARD PROPERTY 214

Issued - January 28, 1993 Effective - March 1, 1993

(1) In the event any damage is caused to Board property, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying same under any provision of the Board's tariff, including all licensed independent lift operators or cargo owners involved, shall give a full report to the Board, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.

(2) Each vessel, her owners, charterers and agents, to whom any property of the Board has been assigned, or who are using or occupying same under any provision of the Board's tariff, shall be held responsible and shall be liable, severally, jointly and in solido, for any and all damage occurring to such property and the expense of the repair or replacement of such property; except as provided in subparagraph (3).

(3) Any such vessel described in subparagraph (2) above may be released from such liability aforesaid upon furnishing to the Board sufficient facts, evidence and other proof legally establishing the identity

of the party or parties causing, or contributing to the cause of, any damage to such property of the Board; provided that the vessel described in subparagraph (2) has not contributed to the cause of any such damage. Where the damage to the property of the Board is directly caused by any other watercraft, the vessel described in subparagraph (2) may be released from said liability by establishing sufficient facts to show that the damage was not caused by any watercraft operating on or in connection with the business of the said vessel.

(4) Where sufficient facts are furnished under subparagraph (3), or the damaged Board property has not been assigned to a vessel or is not used or occupied by a vessel under any provisions of this tariff, the vessels and all parties responsible for damage to or destruction of Board property shall be held liable for the expense of the replacement or repair of the property.

BOARD HELD HARMLESS 216

Issued - January 27, 1994

Effective - January 31, 1994

All parties who are assigned the use of, permitted to go on, or are otherwise allowed to occupy or use the public wharves, facilities or property under the control and jurisdiction of the Board, including without limitation, each and every vessel, any vessel agent or charterer, any stevedore, any independent lift operator, or any other person or persons, who enter, go on, pass over, use or otherwise do business on any public wharf, facility or property under the control and jurisdiction of the Board, whether at the request or invitation of the Board, the Board's lessees, assignees, grantees, permittees, or any other person or persons doing business on or utilizing any public wharf, facility or property of the Board, whether with or without the knowledge or permission of the Board, shall be responsible for and shall be liable jointly, severally, and in solido for and shall protect, defend, save, and hold the Board harmless from and against any and all claims for damages, including property damage and personal injury, including death, which may arise out of or be attributed to the presence, use or operations of those parties on the public wharves, facilities or property under the control and jurisdiction of the Board provided, however, that this provision shall not relieve the Board from any liability which may arise out of its own negligence.

RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO 218

Issued - January 27 1994

Effective - January 31, 1994

Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or those acting for them, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve the Board of Commissioners from any liability which may arise out of its own negligence.

SUBSTANCE ABUSE POLICY 219**Issued -January 27, 1994 Effective -January 31, 1994**

The Board recognizes the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance and productivity goals. In an effort to assist in controlling the scope and effect of substance abuse in the Port, the Board has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. The Board recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Assistance Program to that end.

It is similarly the goal of the Board to provide a safe workplace for all those employed on the Board's wharves and property. No person by whoever employed may work on the Board's wharves or any of its properties while under the influence of alcohol or illegal drugs. Each employer of individuals who work on the Board's wharves or properties shall have in place a substance abuse policy which subjects employees to post-accident drug testing and drug-testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable federal and state laws.

RESPONSIBILITY FOR RAILROAD CLEARANCE 220**Issued - September 28, 1989 Effective - November 1, 1989**

Each vessel, her owners, charterers and agents to whom any wharf or other facility of this Board has been assigned, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly and in solido for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.

MOVING VESSELS TO PROTECT PROPERTY OR TO FACILITATE NAVIGATION OR COMMERCE 222**Issued - September 28, 1989 Effective - November 1, 1989**

In the event it becomes necessary to move any vessel in order to facilitate navigation or commerce, or to protect other vessels or property, the Marine Terminal Superintendent is authorized to order and enforce the removal of such vessel at its own expense to such place as he may direct. Upon the failure or refusal of the person in charge of such vessel to change the position as directed, the Marine Terminal Superintendent is authorized and under a duty to board such vessel with any necessary assistance and change the position thereof at the expense of such vessel.

TOWING AND SHIFTING OF VESSELS 224**Issued - September 28, 1989 Effective - November 1, 1989**

(1) This Board is not engaged in the public towing or shifting of vessels and the Board, its tug(s), and employees shall not be held to common carrier liability.

(2) There shall be no obligation on the Board at any time to tow or shift a vessel. If and when circumstances arise which, in the opinion of the Marine Terminal Superintendent, create an emergency or necessity for the use of this Board's tug(s) for the towing or shifting of a vessel, the vessel shall pay to this Board the cost of such service. The Board, its agents, servants, or employees shall not be liable for any damage resulting from the failure to make an inspection of the vessel to be towed or shifted or resulting from any error of judgment in making the inspection if one is made.

(3) Towing or shifting of a vessel by this Board will be done at the sole risk of the vessel and its cargo. If the vessel to be towed or shifted shall have on board any cargo, barges, Master, pilot watchman, crew or other servants and/or employees, the vessel, her owners, charterers, and agents shall indemnify and hold harmless this Board, the towing craft, and the Master, pilot and crew thereof, against any and all claims for loss or damage to the cargo and vessel, and for death or personal injury, howsoever occurring, whether through negligence or otherwise. The vessel, her owners, charterers and agents shall defend any suits, or other actions, which may be brought on account of any of the foregoing interests, and shall indemnify and hold harmless this Board against any and all of such claims, as well as any judgments that may be rendered thereon.

(4) The masters, crews, servants and employees of all vessels assisting the vessel to be towed or shifted shall become and be the servants of the vessel to be towed or shifted. The liability of the vessel to be towed or shifted for loss of, or damage to, the towing craft or any other property of this Board, and to third persons, including the death of, or personal injury to, the Master, pilot and crew of the towing craft, shall be their responsibility as fixed by law. Where this Board uses or procures, or permits the use of, any vessel or equipment not owned by this Board, all of the stipulations and exemptions from liability and hold harmless agreements of this tariff shall also be applicable to, and the benefit thereof shall accrue to, such vessel or equipment, its owners, operators, charterers, agents, master, crew, and their servants and employees.

WAIVER OF SUBROGATION UNDER FIRE POLICIES 226

Issued -September 23, 1989 Effective -November 1, 1989

The Board waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to the Board's wharves or other facilities covered by a berth assignment, or by First Call on Berth Privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by the Board, and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a berth assignment, the holder of a First Call on Berth Privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators, and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall affectless by or damage or injury to anyone other than the Board.

AUDIT OF MANIFESTS AND OTHER DOCUMENTS 228

Issued - March 27, 2008 Effective - May 1, 2008

The vessel, her owners, charterers and agents, Grantees of a First Call on Berth Privilege, Assignees of a Berth, and those persons using facilities for purposes of performing cargo operations with the permission of such vessel, Grantee or Assignee and licensed independent lift operators, shall permit Board access to all cargo documents including, but not limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to Board such other documentation, reports or information as it may require, for purposes of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff or to permit and facilitate the collection of cargo data and statistical information. The cargo data and statistical information shall be furnished to Board in a form and manner acceptable to Board as provided in Item 300 of this tariff. Failure to provide such information upon request will constitute cause for denial of use of the Board's facilities.

MEASUREMENT OF A VESSEL 230

Issued - September 23, 1993 Effective - September 27, 1993

In the event of a dispute regarding the registered length of a vessel, the Board reserves the right to actually measure such vessel for the purpose of determining her over-all length.

COMPUTATION OF TIME 232

Issued - September 23, 1993 Effective - September 27, 1993

All charges are based on straight running time, expressed under the 24 hour clock, except where otherwise stated. A day shall commence when the vessel arrives at her berth.

REGULATION OF MOTOR VEHICLE TRAFFIC 234

Issued - September 23, 1993 Effective - September 27, 1993

The Marine Terminal Superintendent has authority to regulate motor vehicle traffic on Board property. The Traffic Ordinance of this Board provides specific regulations for the operation of motor vehicles on Board property.

INCORPORATION OF ORDINANCES AND OTHER DOCUMENTS BY REFERENCE 236

Issued - September 23, 1993 Effective - September 27, 1993

The Ordinances of the Board of Commissioners of the Port of New Orleans are incorporated into this tariff by reference. The terms and conditions of the installation supplement for First Call on Berth Privilege, the Preferential Assignment Agreement of Group "III" facilities, the supplement to Application for Berth at Gulf Outport Poland Street wharf (berths 1-3), the Per Diem Contract for Improved Land Areas, the permit for portable offices on unassigned wharves, and the permit for privately-owned pipelines are incorporated into this tariff by reference.

HANDLING CLASS "1" EXPLOSIVES 238

Issued - September 23, 1993 Effective - September 27, 1993

Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the Marine Terminal Superintendent, in accordance with the rules and regulations of the Board, which application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations, or ordinances.

MARPOL 240

Issued - September 28, 1989 Effective - November 1, 1993

Annex I

Under Annex I of the International Convention for the Prevention of Pollution from Ships (MARPOL), a vessel desiring to discharge oily wastes shall arrange the discharge with a company approved by the Captain of the Port, United States Coast Guard. All inquiries regarding approved companies should be directed to the Captain of the Port. Discharge operations shall be reported to the Marine Terminal Superintendent and the Terminal Person in charge prior to the actual discharge.

Annex V

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL) 73/78 and the United States Coast Guard's Implementing Regulations (33CFR, parts 151, 158) require that reception facilities be available for those vessels which have indicated, in advance, the need to dispose of ship-generated garbage.

In order to accommodate the needs of shipping and commerce through this Port, the Board has filed an application for a certificate of adequacy with the Captain of the Port, United States Coast Guard for garbage reception facilities. Grantees of a First Call on Berth Privilege or assignees of a berth, or their designees, shall provide, upon request, the reception facilities which meet the requirements contained in the appropriate regulations. Grantees, assignees, or their designees shall require a 24-hour notice of vessel's intent to discharge garbage at any public terminal facility within the Port of New Orleans so as not to cause any undue delay to vessels.

Reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by grantees or assignees, when requested by the vessel, in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94. These regulated food wastes must be handled at a facility approved by the Animal and Plant Health Inspection Service (APHIS). A listing of approved transporters and treatment facilities is available from the Terminal Administration Division.

Grantees or assignees, or their designees, shall provide the necessary reception facilities, when requested to do so, for other than APHIS-regulated garbage from any commercial, full-service solid

waste firm. Inquiries regarding facilities available for disposal of materials covered by Annex V may be directed to the Director of Terminal Administration.

PROCEDURES FOR SCHEDULING AND PLACEMENT OF TRUCKS, VANS OR TRAILERS 242

Issued - November 22, 1996 Effective - November 25, 1996

Procedures for the scheduling and placement of trucks, vans or trailers for loading or unloading of cargo, which insure equal access to all shippers, receivers and cargo owners, shall be submitted to the Senior Manager of terminals and property management, for his approval, by each holder of a First Call on Berth Privilege and Assignee of a Berth. A FAX fee or any similar direct or indirect charge or assessment by a Grantee or Assignee, or those acting on their behalf, is strictly prohibited, except where such fee, charge or assessment is also billed to and collected from all cargo shippers, receivers or cargo owners without regard to the party performing the loading and/or unloading service provided for in Section VI of this tariff. No truck loading or unloading operations shall be conducted except in accordance with such procedures. Failure to have on file with the Senior Manager of terminals and property management approved procedures shall constitute cause for denying the use of Board facilities or cancellation of an assignment previously made.

PASSENGER VESSEL SECURITY PLAN 244

Issued - November 22, 1996 Effective - November 25, 1996

Vessels which have on file an application for berth and which by virtue of the provisions of 33 CFR Sec. 120 and 33 CFR Sec. 128 are required to have a vessel security plan which has been approved or is under review by the Captain of the Port, USCG, shall furnish evidence of same to the Marine Terminal Superintendent not later than seven (7) days prior to the arrival of the vessel, and in no event shall a berth assignment be effective until such evidence has been received. The Board has on file with the Captain of the Port of New Orleans an approved terminal security plan which delineates the physical aspects of the terminal facilities. Copies of the Board's approved terminal security plan may be obtained from the office of the Marine Terminal Superintendent. No later than 48 hours prior to the arrival of the vessel, its designated terminal security officer shall contact the Port Facility Security Officer at (504) 528-3220 to present its security plan and conduct a security inspection of the terminal