

## **Cargo - Port Facilities Rates & Tariffs**

### **FMC Tariff No. 2**

#### **SECTION V - SERVICE AND EQUIPMENT CHARGES**

##### **VESSEL WATER SERVICE CHARGES 500**

**Issued - June 4, 1990 Effective - July 1, 1990**

Potable water will be furnished to vessels berthed at a public wharf, only from approved ship service watering points, upon application to the Marine Terminal Superintendent and upon entering into a written contract obligating said applicant for the payment of all water charges. The applicant may be required to post, in advance, a certified or cashier's check in an amount equal to the estimated cost of furnishing such service.

##### **FACILITY WATER SERVICE CONTRACTS 502**

**Issued - June 4, 1990 Effective - July 1, 1990**

Grantees of a First Call on Berth Privilege and preferential assignees of public wharves located on the left descending bank of the Mississippi River in the Parish of Orleans shall, as a condition of such grant, enter into a written contract obligating grantee for the payment of all charges associated with the water service provided said grantee.

##### **FACILITY WATER SERVICE CHARGES 504**

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

Vessels assigned to public wharves located on the left descending bank of the Mississippi River in the Parish of Orleans, upon which no First Call on Berth Privilege or Preferential Assignment Agreement is in effect, shall be assessed a facility water service charge of \$290.25 to assist in defraying the expense of providing water service and the maintenance of the water distribution system. Such charge shall be in addition to any other charge assessed pursuant to any applicable provision of this tariff.

##### **SPECIAL SERVICE CHARGES FOR THIRD PERSONS AND VESSELS EXEMPT FROM HARBOR FEE 506**

**Issued - June 4, 1990 Effective - July 1, 1990**

If the Board should render services, including but not limited to policing the river and riverfront, operating tug(s) to aid vessels in distress, and extinguishing fires, to a vessel which is exempt from the payment of harbor fees, or to protect wharves, buildings, or other property of third persons, such services (including labor, materials, supplies and equipment) shall be charged to the vessel or property owner. These services are entirely voluntary, and nothing herein shall be construed as obligating this Board to render such services, or as making it liable for the failure or refusal to render such services.

##### **SPECIAL SUPPLY CHARGES FOR VESSELS PAYING HARBOR FEE 508**

**Issued - June 4, 1990      Effective - July 1, 1990**

If the Board should render services, including but not limited to these services enumerated in Item 506, to a vessel not assessed a harbor fee under Item 400, such vessel shall be assessed a charge in addition to the harbor fee for the cost of supplies, materials and equipment utilized for such services.

**BOARD'S MULTI-PURPOSE CONTAINER CRANES AT NASHVILLE AVENUE AND AT THE NAPOLEON AVENUE CONTAINER TERMINAL                      512**

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

(1) The Port of New Orleans multi-purpose container cranes at the Napoleon Avenue Container Terminal are the property of the Board of Commissioners of the Port of New Orleans (Board), and will be made available at a charge to the owners, charterers, and agents, which may include the stevedore, of any vessel which has been assigned to those berths in accordance with Item 300 of this Tariff for the loading and/or unloading of 20', 40' and 45' containers or breakbulk cargo.

(2) The vessel, owner, charterer, agent, or stevedore desiring to rent and use the Board's multi-purpose container crane(s) shall make an application no later than twelve (12) hours prior to the desired start-up time. Application shall be made directly to the Board in a form acceptable to the Board.

Contact: The Board of Commissioners of the Port of New Orleans Crane Department  
1350 Port of New Orleans Place New Orleans, LA 70160

Telephone:      (504) 231-5692  
                         (504) 236-8663  
                         (504) 528-3438  
                         (504) 994-5440

FAX:      (504) 899-8766

Email:      [johnsona@portno.com](mailto:johnsona@portno.com)  
                 [gervaisj@portno.com](mailto:gervaisj@portno.com)  
                 [burgerb@portno.com](mailto:burgerb@portno.com)

The signed application form, when approved by a representative of the Board, shall constitute a contract, subject to the rates, rules, regulations, and permissions contained in this Item, this Tariff and the ordinances of this Board, between the Board of Commissioners of the Port of New Orleans and the vessel, her owners, charterers, and agents, which may include the stevedore, jointly, severally and in solido.

(3) The Board has developed a procedure for the priority of assignment of the multi-purpose container cranes. This procedure has been attached to the lease agreement between the Board and the tenants of the Napoleon Avenue Container Terminal. The assignment of the multi-purpose container cranes to the lessees of the Napoleon Avenue Container Terminal shall be made in accordance with this procedure. In the event the multi-purpose container crane is assigned to a non-lessee of the Napoleon Avenue

Container Terminal a copy of the crane assignment procedure is available from the Board's Marine Terminal Superintendent. Should a conflict arise in the assignment of a crane(s) the Board in its discretion shall make the final determination.

(4) The rental rate for the use of the multi-purpose container cranes in the loading and/or discharging of containers shall be at the rate of \$591 per hour, and for the loading and/or unloading of breakbulk cargo shall be at the rate of \$430 per hour.

(a) There shall be a minimum charge of two-hours rental for the servicing of ships and a one-hour rental for the servicing of barges.

(b) Crane stand-by time is defined as the time between desired start-up time and the time the crane is actually put to use for cargo operations and shall be assessed at the rate of \$147 per hour. To maximize labor efficiency crane stand-by time may also be charged if a crane is dismissed earlier than originally planned for one work shift and then re-ordered back later for the start of another work shift without the submittal of new crane orders and the required twelve (12) hour advance notice.

(c) Crane time shall be computed from the time a crane is ordered to be available (desired start-up time) until such time the crane is dismissed and secured.

(d) No charge shall be made for the time a crane is inoperable because of mechanical malfunction, inclement weather, or non-working meal hours. All episodes of crane downtime attributable to mechanical malfunction of five (5) minutes or longer duration shall be tracked by Board container crane personnel. At the conclusion of vessel operations the episodes of crane downtime will be totaled. This cumulative total will be noted on the Crane Activity Log which will be presented by the Board's container crane personnel to the stevedore for acknowledgment at the conclusion of vessel operations. This cumulative amount of downtime minutes will then be rounded up or down to the nearest six-minute increment by the Board's billing department for invoicing purposes.

(e) The rental charge for the multi-purpose container cranes includes the service of the Board's crane maintenance crew.

(f) On containers other than 20', 40' and 45', rental charges shall be established, in advance, by special arrangements with the Board.

(g) The vessel, owner, charterer or agent, which may include the stevedores, cancelling crane use application within six hours of desired start-up time shall be assessed one-hour of crane rental.

(h) The Board's crane maintenance crew will cease all crane activities should sustained winds reach 40 miles per hour.

(5) The vessel, her owners, charterers and agents, including stevedores, shall operate the crane(s) with qualified crane operators trained and certified or approved by the Board.

(6) The vessel, her owners, charterers and agents, which may include the vessel's stevedores, hereby assume jointly, severally and in solido , liability for any claims, losses, costs or expenses occurring or resulting from the operation of the multi-purpose container crane(s) and shall defend, save harmless, and indemnify the Board from and against any and all such claims for property damage and personal injury, including death, excluding any such claims resulting from the negligent act or omission of the Board, or from any structural failure of said crane(s) not occasioned by an act or omission on the part of the party operating the crane(s).

(7) The vessel, her owners, charterers, and agents, which may include the vessel's stevedores, shall be responsible for furnishing to the Board evidence of liability insurance coverage, including, but not limited to, worker's compensation, comprehensive general liability, and such other insurances, in such form and with minimum limits as the Board's President and Chief Executive Officer may require.

(8) Invoices for the rental and use of the Board's multi-purpose container crane(s) shall be issued and the proceeds from such invoices collected by the Board. The vessel, her owners, charterers, and agents, which may include the vessel's stevedores, agree to guarantee and pay all said charges within 30 days of the billing date. A penalty of .05 percent per day, or equal to approximately 18 percent per year, simple interest, shall be assessed on the balance due on invoices more than 30 days old, and the amount of such penalty shall be added to the amount due each month until the amount of arrearage is paid.