

Cargo - Port Facilities Rates & Tariffs

FMC Tariff No. 2

SECTION III - USE OF BOARD PROPERTY

APPLICATION FOR BERTH

300

Issued - March 27, 2008

Effective - May 1, 2008

To accommodate the shipping and commerce through this port, this Board merely provides and makes available wharves and other facilities to vessels or other persons for their use and performs no services of any kind. The parties assigned the use of such facilities shall perform any and all services and conduct all operations necessary in connection with the berthing of vessels, the handling of cargo or property, or other use by the assignee. In all cases, the care, custody and control of such vessels, cargo or other property shall at all times be and remain in the vessel, her owners, charterers and agents, and in no case shall the assignment of a berth, wharf or other facility be deemed or construed as placing such vessel, cargo or property, in the care, custody or control of this Board.

Vessels, their owners, charterers and agents desiring a berth at any public wharf or facility must apply to the Marine Terminal Superintendent on forms furnished by his office, or in electronic form approved in advance by the President-Chief Executive Officer, prior to the date for receiving cargo for outbound movement or not less than forty-eight (48) hours in advance of date for discharging inbound cargo onto or at such public wharf or facility. The Marine Terminal Superintendent will notify the applicant of a berth assignment by returning a signed copy of said form.

The signed application form, or a properly authenticated electronic application, and grant of berth assignment shall constitute a contract, subject to the rates, rules and regulations and provisions contained in this tariff and the ordinances of this Board, by and between the Board of Commissioners of the Port of New Orleans and the vessel, her owner, charterer and agents, jointly, severally and in solido. The grant of berth assignment does not convey absolute control of the facility assigned.

Within seven(7) working days following the completion of cargo operations, the vessel, her owner, charterers, or agent who has filed an application as provided above and been granted an assignment shall furnish to Board, in a form and manner acceptable to Board, cargo and statistical information relating to the operations conducted pursuant to such assignment.

Exception - Inland Barge Carriers

Inland barge carriers regularly operating at this port may be relieved of filing an "Application for Berth" by entering into a written contract with this Board providing for their submission, within five days following the close of each calendar month, of a list of all barges docked or berthed at any of the public wharves or facilities during the said calendar month, indicating the name or number of each inland watercraft (including barges), the length thereof, the name or location of the public wharf, the date and hour of the arrival and departure of each, sheddage and/or marginal track usage, and such other information necessary to assist the Board in assessing charges. Such barge carriers shall be billed monthly for all applicable dockage, sheddage and/or marginal track usage charges.

Inland barge carriers entering into such contracts shall nevertheless obtain oral permission from the Marine Terminal Superintendent for, and prior to, the berthing of any barge at a public wharf.

ASSIGNMENT FEE - NON-LEASED FACILITIES

301

Issued - December 16, 2010**Effective - March 1, 2012**

Berth assignees of non-leased facilities other than Jourdan Road Terminal shall be assessed in addition to any other applicable charges an assignment fee (Assignment Fee Covered Space) of \$750.00 per section of the shed of the wharf assigned and/or occupied by cargo either destined for outbound movement or inbound cargo discharged by the vessel. Berth assignees of the Jourdan Road Terminal shall be assessed in addition to any other applicable charges an Assignment Fee Covered Space of \$1,600.00 per section of the shed of the wharf assigned and/or occupied by cargo either destined for outbound movement or inbound cargo discharged by the vessel. When uncovered open areas or when space in marshalling yards is assigned for the purpose of assembling cargo for outbound movement and/or delivering inbound cargo in conjunction with or without any shedded space, the assignment fee (Assignment Fee Uncovered Space) shall be \$2.49 per ton.

The Assignment Fee for Covered or Uncovered Space shall be in lieu of a wharfage charge.

Assignments of wharf space shall be for a period of thirty (30) days, and, at the expiration of that 30-day period, any cargo remaining in the assigned area shall be assessed demurrage charges as provided in this tariff. For inbound and outbound movements, the free time period will be calculated in the manner set forth in Items 406 and 442 of this tariff. The provisions of Items 446 and 448 shall apply to any shutout cargo.

In the event that the Berth Assignee loads or discharges cargo directly to or from barges or to or from railcars, trucks, or over or under wharves to or from vessels, with or without loading or discharging cargo to or from the assigned facility, an Assignment Fee (Direct Loading/Discharge) of \$2.49 per ton shall be assessed against all such cargo loaded or discharged directly to or from the vessel. The Assignment Fee (Direct Loading/Discharge) shall be in lieu of a wharfage charge, but shall be in addition to the Assignment Fee (Covered or Uncovered) assessed for the use of the assigned facility as provided above. All other rates, rules, and regulations contained in this tariff shall apply. A terminal use fee at the rates provided in Item 324 shall be assessed on all cargo loaded or discharged to or from the vessel. Whenever reference is made in lease agreements to a wharfage rate, the rate for Assignment Fee Uncovered Space shall apply.

APPLICATION FOR BERTH AT POYDRAS STREET PASSENGER TERMINAL (SECTIONS 27-69)

302

Issued - January 26, 1999**Effective - April 1, 1999**

The Poydras Street Wharf, Sections 27 through 69 has been leased by this Board to International Rivercenter for the operation of a passenger terminal subject to the reservation of the right by this Board to assign vessels to the berth. All vessels desiring to berth at the said facility shall file an Application for Berth directly with the Marine Terminal Superintendent, subject to the charges and regulations of this tariff. Vessels causing damage to said facilities shall be responsible therefor and shall adjust settlement of damages with International Rivercenter, Lessee.

Under the provisions of this Board's lease with International Rivercenter, the latter shall provide without charge certain gangways and passenger terminal facilities, including the lighting and air-conditioning, and space for United States government personnel. Two mooring camels (movable fenders) are available upon request from International Rivercenter, at a charge of \$50.00 per vessel calling, payable directly to International Rivercenter.

All passenger vessels so assigned berths at this facility shall make arrangements for all services required for the handling of passengers and shall coordinate with, and inform, International Rivercenter of the same. All

vessels desiring to receive potable water shall make arrangements therefor in accordance with Item 500 of this tariff. Water arrangements must be coordinated simultaneously with International Rivercenter, Lessee.

Near the Poydras Street Passenger Terminal (the Passenger Terminal) are residential condominiums, a hotel, a commercial shopping mall and other structures (the Structures). Each vessel, her owner(s), operator(s), charterer(s) and/or agent(s) which applies for and receives assignment to a berth at the Passenger Terminal are hereby notified that there exists the possibility that stack emissions from vessels berthed at the Passenger Terminal may cause damage to or otherwise foul the Structures adjacent to or in the vicinity of the Passenger Terminal. By accepting an assignment by the Board to the Passenger Terminal, each vessel, her owner(s), operator(s), charterer(s) and/or agent(s) jointly, severally, and in solido accept the financial responsibility for any deleterious effects of the vessel's stack emissions on the Structures. This responsibility shall include, but not be limited to, any cleaning or other costs directly associated with such emissions. Furthermore, each vessel, her owner(s), operator(s), charterer(s) and/or agent(s) hereby acknowledge and agree that, by filing an application for berth in accordance with and subject to Item 300 of this tariff, all provisions of this tariff, including, but not limited to, the indemnity set out at Item 216 of this tariff, shall apply to damages arising out of the berthing of the vessel at the Passenger Terminal.

In addition to the indemnity, each vessel, her owner(s), operator(s), charterer(s) and/or agent(s) which applies for and receives an assignment to the Passenger Terminal, two weeks prior to the vessel's berthing, must provide to the Board an irrevocable letter of credit, surety bond, cash deposit or other guarantee in the amount of \$20,000 in a form acceptable to the Board in the Board's sole discretion. If a letter of credit or a surety bond is chosen as the guarantee, it shall be made payable to the One River Place Condominium Association, Inc. The proceeds of the guarantee shall be payable by the Board to One River Place Condominium Association, Inc. (ORPC) on ORPC's written certification to the Board that stack emissions of the vessel have required or will require the expenditure of funds for cleaning or other costs directly associated with any emissions from the vessel.

APPLICATION FOR BERTH AT JULIA STREET PASSENGER TERMINAL

303

Issued - November 22, 1996

Effective - November 25, 1996

The Board has developed the Julia Street Terminal complex for use by passenger vessels. The facility comprises two berths served by two distinct passenger terminals. Vessels, their owners, charterers and agents desiring a berth at and the use of the Julia Street terminal facilities must apply to the Marine Terminal Superintendent on forms furnished by his office or in electronic form approved in advance by the President and Chief Executive Officer not later than seven (7) days in advance of the date of the vessel's arrival. Vessel owners shall furnish to Board evidence that they are in compliance with the requirements set forth in Item 244 of this tariff.

The signed application form, or a properly authenticated electronic application, and grant of berth assignment shall constitute a contract, subject to the rates, rules and regulations and provisions contained in 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, jointly, severally and in solido. The grant of berth assignment does not convey absolute control of the facility assigned.

Vessels assigned a berth and terminal facilities shall make arrangements for and provide any and all services, equipment or personnel required for the accommodation of the vessel, including, but not limited to, gangways, security, baggage handling, passenger services, terminal operations and janitorial services. Vessels assigned the use of a berth and terminal shall as a condition of the assignment enter into a written contract obligating the vessel

for the payment of electrical service provided. In the event that the vessel elects to engage a terminal operator, he shall notify Board of the person or company selected no later than 48 hours before the arrival of the vessel at the berth. The vessel shall furnish to the Board evidence in a form acceptable to the Board that it has in force insurance coverage, including, but not limited to, comprehensive general liability, protection and indemnity, hull and machinery, property damage, comprehensive motor vehicle liability, and shoreside passenger operations including terminal operator's liability, and such other insurance in such form and with such limits as the President and Chief Executive Officer may require

**APPLICATION FOR BERTH AT GULF OUTPORT
POLAND STREET WHARF (BERTHS 1-3)**

304

Issued - February 23, 1999

Effective -February 23, 1999

The berthing space at Berths 1 through 3 of the Gulf Outport (New Orleans Army Base) Poland Street Wharf may be assigned to vessels (under 1,000 feet) according to the availability of said berths as determined by the Commanding Officer of the Gulf Outport facility, pursuant to a written Application for Berth filed by vessels desiring the use thereof, provided that all cargo operations by such vessels shall be confined to the waterside only. There are special terms and conditions in the Application for Berth Supplement regarding insurance, liability, fire regulations, utilities and vacating berths that are only applicable to said berth and are available upon request from the terminal assignment department.

**BERTH APPLICATION - PASSENGER VESSELS -
INLAND WATERWAY PASSENGER VESSELS**

305

Issued - February 23, 1999

Effective -February 23, 1999

Any passenger vessels, including any inland waterway passenger vessels with passengers on board, that desire a berth at any public wharf or facility and which will either remain at the berth for a period in excess of 12 hours, or arrive at the berth between the hours of 6:00 p.m. and 6:00 a.m., shall submit to the Marine Terminal Superintendent written confirmation evidencing the approval of the United States Coast Guard, Captain of the Port, New Orleans District to the use by a passenger vessel of the desired berth.

NOTE: The required written permission shall be submitted with the application for berth and no berth shall be assigned until and unless such confirmation is received by the Marine Terminal Superintendent.

VACATING OF BERTHS

306

Issued - December 16, 2010

Effective - March 1, 2012

When there are more vessels assigned to specific berths than can be accommodated at one time, vessels already in berth shall, upon order of the Marine Terminal Superintendent, be required to work overtime at their own expense to expedite vessel handling. A vessel refusing to work overtime shall be deemed to have been ordered to vacate, and shall vacate promptly its berth. When a berth assignment is made under Item 414, Exception (2) of this tariff and the berth is required for other public purposes, the vessel shall, upon order of this Board, immediately vacate the berth. Failure to timely vacate when ordered shall subject the vessel to the additional dockage charge of \$2,150.00 per day or fraction. Assessment of this additional dockage charge shall not affect the right of the Board to remove a vessel at

its risk and expense.

**FIRST CALL ON BERTH PRIVILEGE OR
PREFERENTIAL ASSIGNMENTS, GROUPS I, II or III**

308

Issued - December 16, 2010

Effective - March 1, 2012

Definition - First Call on Berth Privilege is a prior claim to be assigned the use of a particular public wharf and berth by vessels pursuant to a written grant to the owners or agents, and shall not be construed as granting exclusive use or absolute control of a particular wharf and berth.

Application - First Call on Berth Privilege may be granted upon a particular wharf, when available, upon application. The privilege shall be granted on the basis of productivity throughput, the needs of the applicant, and other similar factors. The privilege shall be granted on the entire area of the wharf structure, as delineated on the facility drawings, but excluding those areas occupied by offices of state or federal agencies.

Charges - The public wharves are divided in **three groups - namely, Group I, II and III**. A listing of the designated public facilities is on file in the offices of the Marine Terminal Superintendent and available upon request.

There are no First Call charges for **Group I, II or III facilities** used by Grantee solely for cargo handling. **A Grantee who uses** a particular wharf or facility for non-cargo handling purposes shall be assessed the following First Call charges per square foot per annum:

- **Group I \$1.32**
- **Group II \$ 0.86**
- **Group III \$ 0.69**

All charges shall be payable monthly in advance.

Premium Space - Two percent (2%) of the assigned area shall be designated for non-cargo uses such as offices, gear cages, etc., and a charge of \$2.31 per square foot per annum shall be assessed for such area. Premium space in addition to the area designated may be assigned at the rate set forth herein upon written request from the grantee to the Marine Terminal Superintendent. Assignments of additional premium space will be at the sole discretion of the Board and will be based on consideration of terminal congestion, anticipated cargo movements, space availability, etc. Assignments of additional premium space may be cancelled upon the giving of 30 days written notice by either the Board or the Grantee.

Terms and Conditions - The Marine Terminal Superintendent may assign other vessels to a berth where, in the Board's judgment, the Grantee is not making full use of the designated area. The First Call on Berth Privilege may be cancelled by the Board or the Grantee upon 60 days written notice. The Privilege may be cancelled upon 48 hours notice when in the Board's sole discretion continued use may create an unnecessary risk to life or property. The Privilege shall be automatically cancelled in the event of war or national emergency under Exclusive Federal Emergency Utilization and Control, E.O. 11490 (1969), and the Board will pay a refund covering the unearned portion of prepaid charges.

The Marine Terminal Superintendent may require the Grantee to relocate, shift or restack cargo, equipment, materials or consignments when in the Board's sole discretion such action is required to insure maximum safe utilization of the facility. Failure of the Grantee to comply with such a request shall be cause for immediate cancellation of the Privilege.

The Grantee shall arrange for the installation of utility meters in Grantee's

name and shall be responsible for the installation cost and utility charges. The Grantee shall make utilities available as required to all vessels.

No installations on, or changes in, the assigned area of a First Call on Berth Privilege shall be made without first submitting the plans to, and securing the written approval of, the Board. There are specific terms and conditions Installations Supplement that is available upon request from the Marine Terminal Superintendent.

The Grantee shall comply with the audit requirements of Item 228, the cleaning responsibilities of Item 208, the insurance requirements of item 210 and the scheduling and placement procedures of Item 242.

PREFERENTIAL ASSIGNMENT

310

Issued - December 16, 2010

Effective - March 1, 2012

Board facilities may be preferentially assigned by the Marine Terminal Superintendent to applicants for use for other maritime-related activities. **Preferentially Assigned** facilities **may not be** utilized for the receiving or discharging of cargo directly to or from ocean-going vessels. Such maritime-related activities may include, but are not limited to, bagging operations, unitization, shrink-wrap operations, Vac-U-Vator services, container storage and repair, vessel repair, loading and unloading of rail cars and/or barges, fabrication of one-way pallets and other similar maritime related activities. The Preferential Assignment shall not include exclusive use, but merely a prior claim to the specified use.

Charges - Grantees of a Preferential Assignment shall be assessed a Preferential Assignment charge per square foot per annum as set forth below:

- **Group I \$1.32**
- **Group II \$ 0.99**
- **Group III \$ 0.79**

In addition, a charge of \$2.31 per square foot per annum shall be assessed on those premium areas used by Grantee for non-cargo purposes, such as offices, gear cages, etc. All such charges shall be payable monthly in advance.

All dockage charges provided in this tariff shall be applicable to a **preferentially assigned** facility except as provided herein. Grantees for barge fleeting operations only shall be assessed a charge of \$14.49 per standard river barge, \$7.65 per SEABEE barge and \$5.35 for each LASH barge for each 24-hour period or fraction thereof. Grantees shall be assessed charges for vessels in lay-up status at such facilities, at a rate equal to one-third (33-1/3%) of the applicable rate contained in COLUMN 4 of Item 418.

Wharfage charges as contained in this tariff shall be applicable to commodities handled on **preferentially assigned** facilities, provided, however, that no wharfage shall be assessed when such commodities have been discharged by a vessel at a facility owned, operated or administered by this Board. In the event that commodities handled on **preferentially assigned** facilities are subsequently loaded aboard a vessel at a Board-leased facility, a credit shall be given to the Grantee in the amount of the wharfage assessed and paid by the Grantee. An amount equal to such credit when received shall be paid to the cargo owner by the Grantee.

Terms and Conditions - The Preferential Assignment may be canceled by the Board or the Grantee upon 60 days written notice. The Grantee shall accept the facilities as is and shall be responsible for all maintenance and

repair at the Grantee's sole risk and expense. The Grantee shall maintain the facilities in a good and safe condition at all times.

No constructions or improvements shall be made on the assigned facility without first submitting the plans to, and securing the written approval of, the Board. The Grantee shall be responsible for the installation, maintenance, and removal of utilities in Grantee's name. Grantee shall be responsible for required dredging, and providing the necessary pest control programs, watchman service, and parking areas. Grantee shall furnish evidence of insurance coverage to the Board.

Grantee shall defend, indemnify and save harmless this Board from and against any and all claims arising out of the condition or state of repair of the preferentially assigned facilities provided, however, that this provision will not relieve Board of any liability which may arise out of its own negligence. The Preferential Assignment Agreement contains additional terms and conditions.

USE OF MARSHALLING YARDS, IMPROVED AND UNIMPROVED LAND AREAS

312

Issued - December 16, 2010

Effective - March 1, 2012

The Board has available land areas for use for the marshalling of containers, storage, and handling of cargo or other purposes. These open areas are divided into four classes - namely Class A, B, C and D. A listing of the designated areas is on file in the offices of the Marine Terminal Superintendent and is available upon request. The classifications are based upon the area's surface preparation, location, configuration, infrastructure improvements, etc.

Application - Persons desiring to utilize these areas should direct their written requests to the Marine Terminal Superintendent.

Terms and Conditions - Subject to an area's availability and its classification, it may be used pursuant to a multi-year lease, one-year assignment, 60-day assignment, 30-day assignment, or per diem agreement. Multi-year lease rates are negotiable.

RATES

Class A

One Year Assignment \$ 0.79 per square foot
60-Day Assignment \$0.93 per square foot
30-Day Assignment \$1.06 per square foot
Per Diem Agreement \$10.58 per 1500 sq.ft. section

Class B

One Year Assignment \$ 0.61 per square foot
60-Day Assignment \$ 0.71 per square foot
Per Diem Agreement \$7.94 per 1500 sq.ft. section

Class C

30-Day Assignment \$ 0.53 per square foot
Per Diem Agreement \$6.61 per 1500 sq.ft.section

Class D

30-Day Assignment \$ 0.26 per square foot
Per Diem Agreement \$6.61 per 1500 sq.ft.section

All rates for 30- or 60-day assignments shall be assessed on a per annum basis. All charges are payable monthly in advance. At Board's option, one-year leases may be extended for an additional one-year term upon written request made not later than 60 days prior to the expiration date of the then current agreement.

Renewals or extensions shall be at the then applicable tariff rate. The Board may cancel or terminate a 30- or 60-day assignment at any time upon the giving of 30 days written notice. Licensees or assignees may cancel or terminate upon the giving of 30 days written notice, however, in no event shall such cancellation or termination be effective before the expiration of the initial term. Special conditions attending the use of certain assigned areas will be made a part of the assignment agreement.

Persons desiring to utilize available areas at per diem rates may do so by entering into a written contract with this Board. The contract contains additional terms and conditions regarding a monthly list of stored containers, monthly billing, oral permission prior to landing containers, performance bonds, cancellation, security, and use.

PERMITS FOR PORTABLE OFFICES ON UNASSIGNED WHARVES **316**

Issued - December 16, 2010 **Effective - March 1, 2012**

When, in the discretion of the Marine Terminal Superintendent, space is available on any of the public wharves which are not assigned a First Call on Berth Privilege, and there will be no interference with wharf operations, a permit may be granted to stevedoring contractors or others, upon written application, to place upon such space a portable office. There will be a charge of \$2.31 per square foot, or fraction thereof, per annum, payable quarter-annually in advance. The permit may be canceled by the Board or Permittee on 15 days written notice. The permit contains additional terms regarding cancellation, installation, responsibility for cleanliness, and hold harmless/indemnity provisions.

PERMITS FOR PRIVATELY-OWNED PIPELINES **318**

Issued - December 16, 2010 **Effective - March 1, 2012**

A permit for the installation and maintenance of privately-owned pipelines upon, over, under or across the public wharves or other facilities for the transferring or handling of cargo owned by the permittee may be granted upon written application to the Board. The following annual charges, payable annually in advance, shall be assessed against the permittee for the use of Board property:

- (1) Pipelines of six inches or less in diameter - \$0.22 per foot.
- (2) Pipelines over six inches but not over 12 inches in diameter - \$0.44 per foot.

The permit contains additional terms and conditions regarding cancellation, installation, maintenance, liability, and other matters.

APPLICATION TO PACKAGE EDIBLE OILS **320**

Issued -October 2, 1998 **Effective -October 5, 1998**

Edible oils may be delivered in bulk to public wharves or facilities and there barreled or packaged upon written application of the vessel(s) to the Marine Terminal Superintendent at the time application for berth is made. Such barreling or packaging shall be subject to the Superintendent's determination of wharf availability. Upon completion of operations, vessel(s) shall promptly remove all equipment and clean the assigned area returning the area to the same condition of cleanliness and freedom of oil as when assigned. No such operations shall be carried out with respect to bulk liquids other than edible

oils.

LICENSING OF STEVEDORES AT THE BOARD'S CRUISE PASSENGER TERMINALS **321**

Issued - October 28, 2010 **Effective - November 7, 2010**

Any stevedoring service entity (STSE) that desires to do business on or in connection with the public passenger facilities of the Board by providing vessel loading and unloading services, and other stevedoring services in conjunction with the operation of any of the Board's cruise terminals shall apply for a license by submitting to the Board an application with the necessary supporting information as may be required by the Board and with payment of the appropriate fee determined by the Board's president and chief executive officer. No STSE may conduct business without a license as provided herein. Application for annual renewal of a license must be made at least 90 days before the expiration date of the current license and accompanied by the appropriate fee and supporting data. Each STSE shall furnish to Board evidence of insurance including, but not limited to, workers' compensation, comprehensive general liability, stevedore and terminal operators' liability, or an alternative acceptable to Board, and any other insurance in a form and with limits as the Board's president and chief executive officer may require. Failure of the STSE to retain the requisite coverages shall constitute cause for denying the use of the Board's facilities and for the immediate cancellation of a license previously issued.

LICENSING OF SECURITY SERVICES PROVIDERS AT THE BOARD'S CRUISE PASSENGER TERMINALS **322**

Issued - October 28, 2010 **Effective - November 7, 2010**

Any security service entity (SSE) that desires to do business on or in connection with the public passenger facilities of the Board by providing security services in conjunction with the operation of any of the Board's cruise terminals shall apply for a license by submitting to the Board an application with the necessary supporting information as may be required by the Board and with payment of the appropriate fee determined by the Board's president and chief executive officer. No SSE may conduct business without a license as provided herein. Application for annual renewal of a license must be made at least 90 days before the expiration date of the current license and accompanied by the appropriate fee and supporting data. Each SSE shall furnish to Board evidence of insurance including, but not limited to, workers' compensation, comprehensive general liability, or an alternative acceptable to Board, and any other insurance in a form and with limits as the Board's president and chief executive officer may require. Failure of the SSE to retain the requisite coverages shall constitute cause for denying the use of the Board's facilities and for the immediate cancellation of a license previously issued.

TERMINAL USE FEE **324**

Issued - December 16, 2010 **Effective - March 1, 2012**

All persons utilizing the public facilities of this Board for the purposes of performing stevedoring services, pursuant to an application filed in accordance with Item 300, shall be assessed a Terminal Use Fee (fee). The use of a public wharf for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligations contained herein.

The fee, due solely by the party performing the service(s), is in addition to any other charge(s), and shall be based on the number of net tons of all cargo handled at the facility and assessed as follows:

- (1) Per net ton of bulk cargo \$0.10
- (2) Per net ton of all other cargo \$1.00

In those instances where a vessel is loaded or discharged by more than one stevedore, each stevedore shall be assessed a fee, based on the actual number of tons which he loaded or discharged, at the applicable rate.

For purposes of this item, cargo handled shall be all cargo for which wharfage shall be assessed in accordance with Item 430.

TERMINAL USE FEE - BARGE CARGOES - TERMINAL LESSEES **325**

Issued - December 16, 2010 **Effective - March 1, 2012**

Lessees of Board facilities using them to provide stevedoring services, pursuant to an application filed in accordance with Item 414 (5) ("Special Dockage Rate - Barge Cargoes - Terminal Lessees") shall be assessed a terminal use fee (Terminal Use Fee) of \$0.21 per ton for all cargo discharged.

This Terminal Use Fee, which is in lieu of any wharfage charge, is due solely by the party performing the service(s). It is in addition to any other charge(s) and shall be based on the number of net tons of all cargo discharged in accordance with Item 414(5).

This item is not applicable if any cargoes are discharged from the vessel to the wharf of any Board facility.

LICENSE - INDEPENDENT LIFT TRUCK OPERATORS **326**

Issued - December 16, 2010 **Effective - March 1, 2012**

Persons who only provide loading and unloading services, as defined in Item 600, and desire to do business on or in connection with the public facilities of the Board shall submit an application, accompanied with the necessary supporting information as may be required, together with payment of the appropriate fee.

<u>INITIAL APPLICATION FEE</u>	<u>ANNUAL RENEWAL</u>
The lesser of \$129.00 per lift machine, or \$1,290.00.	The lesser of \$129.00 per lift machine, or \$1,290.00.

No person may conduct business without a license, as provided herein. Application for annual renewal of a license must be made at least 90 days before the expiration date of the current license and accompanied by the appropriate fee and supporting data.

Each licensed independent lift operator (LILO) shall furnish to Board evidence of insurance including, but not limited to, Workers' Compensation, Comprehensive General Liability, Stevedore and Terminal Operators' Liability, or alternative acceptable to Board, and any other insurance in a form and with limits as the President and Chief Executive Officer may require. Failure of the LILO to retain the coverages required by the President and Chief Executive Officer shall constitute cause for denying the use of the Board's facilities and for the immediate cancellation of a license previously issued.

In addition to the fees set forth above, the LILO shall be assessed a Terminal Use Fee (fee). The fee is due solely by the LILO performing the service(s) and shall be assessed as follows:

(1) Per truck, van or trailer (loaded or unloaded) \$5.38

Within 10 days following the end of each calendar month, each LILO shall render to the Board a report, in a form acceptable to the Board, reflecting the total number of trucks, vans or trailers loaded or discharged, accompanied by payment of the appropriate fee based on the schedule set forth herein. A penalty of \$129.00 per day, not to exceed \$1,290.00, shall be assessed should the LILO fail to render either the report or any accompanying payment within the time period provided.

PROJECT CARGO SPACE UTILIZATION AGREEMENTS

328

Issued -December 11, 1991

Effective -December 12, 1991

Board facilities may be made available for the accumulation and subsequent export of project cargoes at rates and pursuant to terms which are subject to negotiation.