

## Cargo - Port Facilities Rates & Tariffs

### FMC Tariff No. 2

#### SECTION I - GENERAL INFORMATION AND DEFINITIONS

##### LEASED PUBLIC OR PRIVATE TERMINALS

Issued - ~~December 16, 2010~~ February 17, 2014 Effective - March 1, ~~2011~~ 2014

##### Henry Clay Avenue Wharf

New Orleans Cold Storage &  
Warehouse Co., Ltd.  
3411 Jourdan Road  
New Orleans, Louisiana 70126  
Telephone: (504) 944-4400

##### Nashville Avenue "A", "B" and "C" Wharves

Ports America Louisiana, LLC  
601 Louisiana Avenue  
New Orleans, Louisiana 70115  
Telephone: (504) 894-6300

##### Napoleon Avenue Container Terminal

New Orleans Terminal LLC  
50 Napoleon Avenue  
New Orleans, Louisiana 70115  
Telephone: (504) 941-5400

-----and-----

Ports America Louisiana, LLC  
601 Louisiana Avenue  
New Orleans, Louisiana 70115  
Telephone: (504) 894-6300

##### Milan Street Wharf

New Orleans Terminal LLC  
50 Napoleon Avenue

##### Louisiana Avenue, Harmony and Seventh Streets Wharves

Coastal Cargo Company, Inc.  
1555 Poydras Street, Suite 1600  
New Orleans, Louisiana 70112  
Telephone: (504) 587-1100

##### First Street Wharf

Empire Stevedoring (LA), Inc.  
2300 Clarence Henry Truckway  
New Orleans, Louisiana 70115  
Telephone: (504) 896-9162

##### Alabo Steet Wharf

~~Pacorini Global Services, LLC~~  
Seaonus Stevedoring – New  
Orleans LLC  
One Alabo Street  
New Orleans, Louisiana 70117  
Telephone: (504) 270-0100

##### Jourdan Road Terminal

New Orleans Cold Storage &  
Warehouse Co., Ltd.  
3411 Jourdan Road  
New Orleans, Louisiana 70126  
Telephone: (504) 944-4400

##### Cargill, Incorporated

933 River Road  
Westwego, Louisiana 70094

New Orleans, Louisiana 70115  
Telephone: (504) 941-5400

Telephone: (504) 436-5800

**PORT LIMITS**

**100**

**Issued - September 28, 1989**

**Effective - November 1, 1989**

The harbor limits are coextensive throughout the parishes of Orleans, Jefferson, and St. Bernard (Mile 81.2 to Mile 114.9 AHP).

**HOLIDAYS**

**102**

**Issued - September 28, 1989**

**Effective - November 1, 1989**

Legal holidays, as used in this tariff, shall consist of the following days

New Year's Day (January 1)

Clarence Henry's Birthday (January 7)

Martin Luther King's Birthday (Third Monday in January)

Mardi Gras

Washington's Birthday (Third Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

When any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday.

**BOARD PHONE NUMBERS**

**104**

**Issued - September 28, 1989**

**Effective - November 1, 1989**

The terminal assignment department telephone numbers are (504) 528-3216 and (504) 528-3217. All conversations are recorded.

**ANCHORAGE**

**106**

**Issued - September 28, 1989**

**Effective - November 1, 1989**

General Anchorage Limits

The General Anchorage for the Port of New Orleans is shown on U.S. Coast & Geodetic Survey Chart No. 497. It is an area along the right descending bank, .4 miles long and 800 feet wide measured from the shore, extending from Mile 90.5 to Mile 91.6 above Head of Passes.

The promulgation and enforcement of rules and regulations concerning the General Anchorage is the responsibility of the U.S. Coast Guard. Vessels anchored in the river, except as below noted, shall be anchored in that General Anchorage.

Exception 1 - Quarantine Anchorage

Vessels awaiting inspection by U.S. Public Health Officials shall be anchored in an area along the right descending bank, .7 mile long and 800 feet wide, extending from Mile 90.9 to Mile 91.6 above Head of Passes.

Exception 2 - Special Permission to Anchor

Vessels may be granted special permission by the Marine Terminal Superintendent to anchor in other parts of the harbor. It will be the policy of the Superintendent not to permit a vessel to anchor within 750 feet of a wharf.

**RULES FOR INNER HARBOR NAVIGATION CANAL 108**

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

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

**GULF SEAPORTS MARINE TERMINAL CONFERENCE 110**

**Issued - December 16, 2010      Effective - March 1, 2011**

The Port of New Orleans is a member of the Gulf Seaports Marine Terminal Conference which may agree upon rates, charges, rules and regulations that are subsequently published. Written requests and complaints regarding these agreements should give full particulars, including all facts, conditions, and circumstances and be forwarded to Allen Moeller, Chairman, Post Office Box 70, Pascagoula, Mississippi 39568. The complainant will be notified of the Conference's docketing of the matter and time of meeting. He shall have a hearing where requested in advance. Other conference members include:

Board of Commissioners of Lake Charles Harbor and Terminal District  
Greater Baton Rouge Port Commission  
Orange County Navigation and Port District, Orange, TX

Mississippi State Port Authority at Gulfport  
Port of Beaumont Navigation District of Jefferson County, TX  
Port Commission of the Port of Houston Authority of Harris County, TX  
Board of Trustees of the Galveston Wharves  
Alabama State Docks Department - Port of Mobile  
South Louisiana Port Commission, La Place, LA  
Board of Navigation and Canal Commissioners of the Brownsville Navigation  
District of Cameron County, TX  
Port of Port Arthur Navigation District of Jefferson County, TX  
Board of Commissioners of the Tampa Port Authority of Hillsborough  
County, FL Port Freeport  
Panama City Port Authority  
Port of Corpus Christi Authority  
Port of Pensacola  
Port of Pascagoula  
Manatee County Port Authority of Palmetto, FL  
St. Bernard Port, Harbor and Terminal District, Chalmette, LA  
Port of Plaquemines, LA

## **SEAMAN'S CENTERS**

**112**

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

Seamen's centers are available in the Port and are open to all merchant seamen for their recreational, personal and spiritual needs. A schedule of the centers is available from the terminal assignment department. All center contributions are voluntary.

## **DEFINITIONS**

**114**

**Issued - December 16, 2010      Effective - March 1, 2011**

**Adjusted Demurrage** - "Adjusted Demurrage" shall be a charge assessed against the vessel for permission to place cargo on the public wharves prior to the date assigned to the vessel to begin receiving her outward cargo.

**Agent** - "Agent" or "Vessel Agent" shall mean the party who submits the "Application for Berth".

**Arrival at Berth** - "Arrival at Berth" shall be the time when the vessel arrives alongside of the wharf with two lines made fast.

**Cargo Containers** - "Cargo Containers" shall include all containers used for the transport of cargo, constructed of metal, fiberglass, plastic, wood

or other material, and usually 8' x 8' x 17', 20', 24', 35', 40' or 45' in dimension; but shall exclude the so-called "vans" used in connection with the shipment of household goods.

**Departure from Berth** - "Departure from Berth" shall be the time the last line is let go.

**Inland Watercraft** - "Inland Watercraft" shall include all vessels, private and public, operated exclusively on the United States inland waterways.

**Marginal Tracks** - Railroad tracks on the wharf apron within reach of ship's tackle.

**Shut-Out Cargo** - "Shut-out Cargo" shall be cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.

**Ton** - "Ton" shall be a net ton of 2,000 pounds, unless otherwise indicated.

**Vessels Engaged in Foreign, Coastwise or Intercoastal Trade** - The term "Vessels engaged in foreign, coastwise or intercoastal trade" shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.

**Vessel** - "Vessel" or "Vessels" shall mean any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "VESSEL" or "VESSELS" in this tariff shall include, without exception, her owner, charterer, and agent.

**Vessel Operations** - Whenever used in this tariff, vessel operations shall mean the loading and/or discharging of cargo from or to a vessel.

**Wharf** - "Wharf" or "Wharves" shall mean any public wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or building thereupon, which are owned, operated, or administered by the Board.

## **CORRECTION ABBREVIATIONS**

116

**Issued - February 26, 1999**

**Effective - April 1, 1999**

(C) Change in Wording

(N)

Neither Increase nor  
Decrease

(W)	Wording Added	(I)	Increase in Charges
(A)	Provision Added	(R)	Reduction in Charges
(D)	Provision Deleted	(*)	Explanation Added on Cumulative Correction age

The above abbreviations are presently in use in this tariff for items and amendments issued and effective prior to June 1, 1993. Tariff items and amendments issued and effective after that date will be annotated with the following abbreviations:

¢	Cents	FMC	Federal Maritime Commission
\$	Dollar	FTZ	Foreign Trade Zone
%	Percent	GRT	Gross Registered Ton
(A)	Increase	ISO	International Standardization Organization
(C)	Change in wording which results in neither increase nor reduction	Lbs.	Pounds
(I)	New item or initial	LOA	Length overall
(R)	Reduction	MFB	Thousand board feet
Cont'd	Continued	MT	Metric ton
Cu. Ft.	Cubic feet	NOS	Not otherwise specified
cwt	Hundred pound weight	O/T	Other than
[§]	The rate, rule or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference.		

## **LIABILITY OF BOARD**

**Issued - February 26, 1999**

**Effective - April 1, 1999**

No provision contained in this Tariff shall limit or relieve the Port of New Orleans (PONO) from liability for its own negligence nor require any user or lessee to indemnify or hold harmless PONO from liability for its own negligence.

## **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~~ February 17, 2014**

**Effective - March 1, 2012 2014**

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 **\$0.29 per ton for liquid bulk and bulk cargo and \$2.49 per ton for all other cargo.**

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 **\$0.29 per ton for liquid bulk and bulk cargo and** of \$2.49 per ton **for all other cargo** 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** 304  
**POLAND STREET WHARF (BERTHS 1-3)**

**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 -** 305  
**INLAND WATERWAY PASSENGER VESSELS**

**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.

**LICENSING OF GUEST SERVICES PROVIDERS AT THE BOARD'S CRUISE PASSENGER TIMENALS**

323

**Issued – September 27, 2013**

**Effective – October 1, 2013**

Any guest services entity (GSE) that desires to do business on or in connection with the public passenger facilities of the Board by providing embarkation and guest 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 GSE 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 GSE 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 GSE 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.

#### **INITIAL APPLICATION FEE**

#### **ANNUAL RENEWAL**

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 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.



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

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 **\$270.00** 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 - ~~October 27, 2011~~ February 17, 2014**

**Effective - March 1, ~~2012~~ 2014**

(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)  
~~[perkinsd@portno.com](mailto:perkinsd@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 \$550 per hour, and for the loading and/or unloading of breakbulk cargo shall be at the rate of \$400 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 \$137 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.

**BOARD'S CONTAINER CRANES NOS. 1, 2 & 3**

**514**

**Issued - October 21, 2008**

**Effective - December 1, 2008**

**THIS ITEM HAS BEEN ELIMINATED IN ITS ENTIRETY**

