

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

**SUPPLEMENT No. 5 To
TARIFF 100-A & Bulk Terminal Tariff 1-A
Cancels Supplement No. 4**

NOTICE TO ALL PORT USERS:

SECURITY SURCHARGE

At the December 9, 2008 Port Commission meeting, the Commissioners approved a Security Surcharge of **10.0% effective January 1, 2009** on all wharfage and dockage.

BY AUTHORITY OF THE PORT COMMISSION

**JOHN P. LARUE
EXECUTIVE DIRECTOR**

222 POWER STREET
PO BOX 1541
CORPUS CHRISTI, TX 78403

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

BULK TERMINAL TARIFF 1-A

**EFFECTIVE AUGUST 15, 1999
(Cancels Bulk Terminal Tariff 1)**

BY AUTHORITY OF THE PORT COMMISSION

**JOHN P. LARUE
EXECUTIVE DIRECTOR**

222 POWER STREET
PO BOX 1541
CORPUS CHRISTI, TX 78403

ISSUED BY:

PAUL KAUP
MANAGER BULK TERMINAL
PO BOX 1541
CORPUS CHRISTI, TX 78403

361-883-1162

MARGARET TURNER
MANAGER REFRIGERATED
CARGO
PO BOX 1541
CORPUS CHRISTI, TX 78403

361-882-5633

ORIGINAL TITLE PAGE EFFECTIVE AUGUST 15, 1999

SECTION ONE

GENERAL RULES AND REGULATIONS

SUBJECT	ITEM	REVISION	EFFECTIVE
<u>ABBREVIATIONS</u>	<u>100</u>	Original	15-Aug-99
<u>SYMBOLS</u>	<u>100</u>	Original	15-Aug-99
<u>HOLIDAYS</u>	<u>100</u>	Original	15-Aug-99
<u>AGENT OR VESSEL AGENT</u>	<u>100</u>	Original	15-Aug-99
<u>AUTHORITY OR PORT AUTHORITY</u>	<u>100</u>	Original	15-Aug-99
<u>BARGE, OCEAN</u>	<u>100</u>	Original	15-Aug-99
<u>BARGE, INLAND WATERWAY</u>	<u>100</u>	Original	15-Aug-99
<u>BERTH</u>	<u>100</u>	Original	15-Aug-99
<u>BULK TERMINAL</u>	<u>100</u>	Original	15-Aug-99
<u>DAY</u>	<u>100</u>	Original	15-Aug-99
<u>DEFINITIONS</u>	<u>100</u>	Original	15-Aug-99
<u>DOCKAGE</u>	<u>100</u>	Original	15-Aug-99
<u>HANDLING</u>	<u>100</u>	Original	15-Aug-99
<u>SHIP</u>	<u>100</u>	Original	15-Aug-99
<u>TERMINAL FACILITY</u>	<u>100</u>	Original	15-Aug-99
<u>TON</u>	<u>100</u>	Original	15-Aug-99
<u>USAGE</u>	<u>100</u>	Original	15-Aug-99
<u>USER</u>	<u>100</u>	Original	15-Aug-99
<u>VESSEL</u>	<u>100</u>	Original	15-Aug-99
<u>WHARF</u>	<u>100</u>	Original	15-Aug-99
<u>WHARFAGE</u>	<u>100</u>	Original	15-Aug-99
<u>GOVERNING PUBLICATION</u>	<u>105</u>	Original	15-Aug-99
<u>APPLICATION OF TARIFF</u>	<u>110</u>	Original	15-Aug-99
<u>INTERPRETATION OF TARIFF</u>	<u>115</u>	Original	15-Aug-99
<u>RATES & SERVICES NOT PROVIDED FOR</u>	<u>120</u>	Original	15-Aug-99
<u>INDEMNITY</u>	<u>130</u>	Original	15-Aug-99

ITEM 100

ABBREVIATIONS, SYMBOLS & DEFINITIONS

Unless otherwise provided herein, the following Abbreviations, Symbols and Definitions apply.

ABBREVIATIONS

\$ - U. S. Currency
% - Percent
Cont'd – Continued
Cu Ft – Cubic Feet
CWT – Hundredweight or 100 Lbs.
DWT – Deadweight Ton
GRT – Gross Registered Ton
Lbs. – Pounds
LOA – Length Overall
NOS – Not Otherwise Specified
NRT – Net Registered Ton
O/T – Other Than

SYMBOLS

(A) Denotes Increase
(C) Denotes Change in wording resulting in neither increase nor decrease
(D) Denotes deletion
(E) Denotes expiration
(I) Denotes new or initial matter
(N) Denotes reissued matter
(R) Denotes reduction

PORT AUTHORITY HOLIDAYS

1. New Year Day (January 1)
2. President's Day (Monday in February)
3. Good Friday (Friday before Easter)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Thanksgiving Day (Fourth Thursday in November)
8. Friday after Thanksgiving
9. Christmas Day (December 25)

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday.

DEFINITIONS

AGENT OR VESSEL AGENT – The party or entity submitting the application for a berth.

AUTHORITY OR PORT AUTHORITY – The Port of Corpus Christi Authority of Nueces County, Texas (A political Subdivision of the State of Texas).

BARGE, OCEAN – A non self-propelled vessel used on ocean waters.

BARGE, INLAND WATERWAY – A non self-propelled vessel used on inland waterways.

BERTH – The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked

BULK TERMINAL – All property, facilities, equipment, machinery and wharves owned and/or operated by Authority and commonly referred to as the Bulk Terminal.

DAY – A consecutive 24-hour period or fraction thereof.

DOCKAGE – The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

HANDLING – The service of physically transferring dry bulk commodities into and out of vessels and other dry bulk cargo transfer services performed at the Bulk Terminal.

SHIP – Any self-propelled vessel suitable for use on ocean waters.

TERMINAL FACILITY – All wharves, docks lands, structures, freight handling machinery, equipment, railroad tracks and appliances of all kinds situated within the area covered by the scope of this tariff.

TON – A unit of weight of 2,000 Lbs. (net or short ton) or 2204.6 Lbs. (metric ton).

USAGE – The use of Terminal Facility by any railroad, lighter operator, trucker, shipper, vessel, consignee, their agents, servants and/or employees.

USER- Any person or entity using Terminal Facilities or to whom or for whom any service, work or labor is furnished, performed, done or made available by the Port Authority, or any person or entity owning or having custody of cargo moving over such facilities.

VESSEL – Any vessel used for the transportation by water of marine cargo, whether self-propelled or non self-propelled and shall include in its meaning the owner thereof.

WHARF – Any wharf, pier, quay landing or other stationary structure to which a vessel may make fast or which may be used in the transit or handling of cargo or passengers including other terminal facilities alongside which vessels may lie, or which are suitable for and are used in the loading, unloading assembling, distribution or handling of cargo.

WHARFAGE – A charge assessed against the cargo or vessel for cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at a wharf or when moored in a slip adjacent to a wharf within jurisdiction of Authority. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

ITEM 105

GOVERNING PUBLICATION

Unless otherwise provided herein, this tariff is governed by the terms and conditions of Port of Corpus Christi Authority Tariff 100-A and is accessible at the Port's website: <http://www.portofcorpuschristi.com>

ITEM 110

APPLICATION OF BULK TERMINAL TARIFF 1-A

This tariff contains rates, rules, regulations and conditions applicable to the handling of dry bulk commodities. The provisions of this tariff do not apply to bulk grain handled at the Corpus Christi Public Elevator.

ITEM 115

INTERPRETATION OF BULK TERMINAL TARIFF 1-A

The Port Authority reserves full right and authority to interpret the terms and conditions published herein. The use of the facilities and services within the scope of this tariff shall constitute consent by Users to the terms and conditions specified herein.

ITEM 120

RATES FOR SERVICES NOT PROVIDED

Any labor or material required for special services not specifically covered herein may be provided at actual cost plus twenty percent (20%), or flat rate prices may be quoted by the Executive Director or his designated representative, upon application. Authority reserves the right to provide special services at its convenience and will not assume any responsibility or liability whatsoever for failure to quote on or render such service.

The Executive Director or his designated representative is authorized to quote rates on other than labor or material not specifically covered herein, upon application. Such quotations include, but are not limited to, establishment of new or initial rates and charges and changes in existing rates and charges. Authority reserves the right to quote rates at its convenience and will not assume any responsibility or liability whatsoever for failure to do so.

ITEM 130

INDEMNITY

Users by their use of the Terminal Facilities or Waterways consent to release and discharge Authority from liability for, and assume the risk of loss or damage to, the property of the User, and the personal injury or death of any person employed by the User, and agree to defend, indemnify, reimburse and hold harmless Authority, its agents, servants, employees and Port Commissioners, from all claims, causes of action, demands, damages and liabilities of any kind or character, including but not limited to claims, causes of action, demands, damages and liabilities in any matter resulting from, arising out or caused, in whole or in part by User's fault of any kind, including but not limited to willful misconduct, negligence, gross negligence, deliberate acts, strict liability in tort, breach of warranty, express or implied, or breach of any term or condition of the Authority's tariff, as amended, including that caused by any of the activities of User's agents, contractors, employees, invitees or licensees directly or indirectly related to use of the Terminal Facilities or Waterways by the User, save and except such damages as may be caused by the negligence of the Authority, its agents, contractors, employees, invitees or licensees, it being intended that the User will indemnify Authority for the User's proportionate fault, including but not limited to negligence, which causes such damages. Should the User fail or refuse after written notice to participate in the settlement of a claim for damages, then Authority may settle with the claimant without prejudice to Authority's indemnity rights set forth herein, it being agreed that a settlement after notice to the User will constitute a settlement of proportionate fault, including but not limited to negligence of both the User and Authority, which settlement may be apportioned between Authority and User.

END OF SECTION ONE

SECTION TWO

WHARFAGE AND DOCKAGE APPLICABLE AT THE BULK TERMINAL

SUBJECT	ITEM	REVISION	EFFECTIVE
Wharfage	200	3rd Revised	January 1, 2010
Terminal Use	205	2nd Revised	January 1, 2010
Dockage	210	3rd Revision	January 1, 2010

ITEM 200

WHARFAGE (A) 1-1-2010

A. RESPONSIBILITY FOR PAYMENT OF WHARFAGE CHARGES

Wharfage is due from the owner, shipper or consignee of the cargo and shall be collected for and on behalf of the Port Authority by the vessel discharging or loading the cargo, or for which the cargo was received, through the vessel's owner, agent or other person duly authorized, and such vessel and its owner and agent, jointly and severally, shall guarantee and be liable for the payment of such charges to the Port Authority whether or not collected by such vessel or its owner or agent. The use of the Bulk Terminal wharves or other terminal facility by the vessel or its owner or agent shall constitute acceptance and acknowledgement of this agency, guaranty and liability.

B. RESPONSIBILITY FOR REPORTING WHARFAGE

All vessels, their owners and/or agents, and all other Users of the Bulk Terminal, and other public port facilities, shall file with the Port Authority a wharfage transaction form accompanied by a manifest, which must be amended to include all changes and supplements thereto covering all cargo loaded or unloaded. Such wharfage transactions shall be reported on a processed Wharfage Transaction Form provided by the Port Authority. The Wharfage Transaction Form on inbound cargo must be processed not later than ten (10) days after the arrival of the vessel. The Wharfage Transaction form on outbound cargo must be filed no later than ten (10) days after the vessel sails.

C. WHARFAGE ON CARGO NOT SHIPPED BY WATER

Cargo handled at the wharf shall be considered to have earned wharfage, and wharfage will be collected on such cargo so handled whether or not it is loaded to or from a waterborne vessel.

D. WHARFAGE CHARGES (A) 1-1-2010

Unless otherwise provided herein, wharfage on dry bulk commodities handled at the Bulk Terminal shall be:

ALL COMMODITIES, NOS

\$0.90 per net ton (\$0.99 per metric ton) Effective 1-1-2010 thru 12-31-2010

\$1.05 per net ton (\$1.16 per metric ton) Effective 1-1-2011 thru 12-31-2011

\$1.25 per net ton (\$1.38 per metric ton) Effective 1-1-2012

ITEM 205

TERMINAL USE CHARGE (A) 1-1-2010

All cargo moved through the Bulk Terminal by rail or truck, for which no Bulk Terminal wharfage charges apply, shall be assessed a terminal use charge of:

\$0.90 per net ton (\$0.99 per metric ton) Effective 1-1-2010 thru 12-31-2010

\$1.05 per net ton (\$1.16 per metric ton) Effective 1-1-2011 thru 12-31-2011

\$1.25 per net ton (\$1.38 per metric ton) Effective 1-1-2012

ITEM 210

DOCKAGE (R) 1-1-2010

(Subject to Notes 1, 2, 3 and 4 of this Item)

Dockage rates apply to all vessels loading or unloading and not standing by at the Authority's Bulk Terminal docks, or moored to vessels so berthed. Dockage applies per 24-hour period or fractional part thereof.

41 CENTS (\$0.41) (R) PER GRT (Note 1) OR NRT (Notes 2 and 4)

Note 1: Applies to self-propelled ships and ocean going barges. Charges will be based on the highest gross tonnage published in LLOYD'S REGISTER OF SHIPPING.

Note 2: Applies to inland waterway barges. Charges will be based on the highest net tonnage shown in the U. S. Army Corps of Engineers publication, WATERBORNE TRANSPORTATION LINES OF THE UNITED STATES, or MERCHANT VESSELS OF THE UNITED STATES, published by the U.S. Coast Guard.

Note 3: Standby dockage for ships and barges doing business at the Bulk Terminal shall be 21 cents (\$0.21) per GRT for ships and NRT for barges. Ships and barges on standby at the Bulk Terminal and not doing business at the Bulk Terminal will be billed for dockage at the same rates stated in Port of Corpus Christi Authority Tariff 100-A. (I) 1-1-2010

Note 4: The Port Authority cannot recognize the many parties involved with barge transportation and holds the owner of each barge moving into, from or within the harbor, west of the Harbor Bridge, responsible for all dockage charges incurred by or accruing against the barge. Authority will invoice all dockage charges incurred by a barge to the owner of the barge and such owner shall be liable for the payment of such charges to Authority unless, prior to incurring the dockage charge, Authority is requested in writing and agrees to invoice dockage charges to another responsible party who guarantees payment. The use of a wharf, dock, pier, berth, shore, bank or any other terminal facility by the barge shall constitute acceptance and acknowledgement of this liability.

END OF SECTION TWO

SECTION THREE

RATES, RULES AND REGULATIONS GOVERNING THE BULK TERMINAL, CRANES AND ASSOCIATED EQUIPMENT

SUBJECT	ITEM	REVISION	EFFECTIVE
Application of Section III	300	Original	August 15, 1999
Rental and Use of Traveling Gantry Crane and Radial Ship Loader	301	Original	August 15, 1999
Condition of Equipment and Responsibility of User to Return in Good Condition	302	Original	August 15, 1999
Responsibility for Damages	304	Original	August 15, 1999
Responsibility for Delays	306	Original	August 15, 1999
Application of Straight Time, Overtime and Double Time	308	Original	August 15, 1999
Right to Refuse Use	310	Original	August 15, 1999
Mooring Vessels	312	Original	August 15, 1999
Request for Use of Bulk Terminal Equipment and Services	316	Original	August 15, 1999
Cancellation of Request for Use of Bulk Terminal Equipment and Services	318	Original	August 15, 1999
Washing Vessels	320	Original	August 15, 1999
Congestion	322	Original	August 15, 1999
Designation of Facility to be Used	324	Original	August 15, 1999
Responsibility for Delays to Vessels	326	Original	August 15, 1999
Loading or Unloading on Overtime and Double Time	336	1st Revised	January 1, 2009
Overtime Ordered as a Condition of a Scheduled Shift	337	Original	August 15, 1999
Charges for Standby Labor	338	1st Revised	January 1, 2009
Volume Rates	340	Original	August 15, 1999
Trimming of Rail Cars at Railroad Track Scale	341	1st Revised	January 1, 2009
Charges for Use of Traveling Gantry Crane (BMD1)	342	1st Revised	January 1, 2010
Charges for Use of Radial Ship Loader (BMD2)	344	1st Revised	January 1, 2009
Unloading of Railcars at Bulk Dock 2	346	1st Revised	January 1, 2009

ITEM 300
APPLICATION OF SECTION-III

SECTION-III contains rules, regulations and rates governing the rental, use and operation of equipment associated with Port Authority owned Bulk Terminal.

As used in SECTION-III the term "Bulk Terminal" means Bulk Materials Dock No. 1 (BMD1) and Bulk Materials Dock No. 2 (BMD2). The term "Traveling Gantry Crane" refers to the machinery and equipment located at BMD1. The term "Radial Ship Loader" refers to the machinery and equipment located at BMD2.

ITEM 301
RENTAL AND USE OF TRAVELING GANTRY CRANE AND RADIAL SHIP LOADER

The renting or using of the Traveling Gantry Crane or the Radial Ship Loader ("Equipment") by or on behalf of all vessels, their owners, agents, stevedores, contractors and any other party ("User") shall be upon and subject to the conditions and charges specified herein. The acceptance of possession and/or use of the Traveling Gantry Crane or Radial Ship Loader by User shall constitute acknowledgement of the existence of an agreement between User and Authority binding User to pay the charges published herein and binding both parties to all terms and conditions herein.

ITEM 302
CONDITION OF EQUIPMENT AND RESPONSIBILITY OF USER TO RETURN IN GOOD CONDITION

Equipment furnished by Authority is presumed to be in good operating condition when turned over to the User and acceptance and use by User shall constitute an acknowledgement that the equipment is in good condition. However, Authority does not warrant the mechanical condition of the Equipment and its sole responsibility shall be to furnish mechanics believed competent to make such repairs as are called to its attention by User. The Port Authority will not be responsible for delays caused User by breakdown of Equipment or other causes. By receiving possession of Equipment, Users agree that upon termination of the period of use, the Equipment will be returned to Authority in the same condition it was in when it was received, ordinary wear and tear alone excepted.

ITEM 304
RESPONSIBILITY FOR DAMAGES

It is understood and agreed that Equipment will be operated under the direction and control of the User and that the User shall be responsible for the operation thereof, and the User assumes all risk for injuries or damages which may arise or grow out of the use or operation of the Equipment.

A charge for the service of Equipment operators is made by Authority as part of the charge for use of the Equipment and it is understood as part of this agreement that Authority acts solely as agent of the User in engaging Equipment operators employed by Authority, such operators shall be under the direction and control of the User and the operators shall be considered as the agent or servant of the User and User shall be responsible for the acts of such operator during the time of Equipment rental or lease. The User shall make a thorough inspection and be satisfied as to the physical condition and capacity of the Equipment as well as the competency of the operator before commencing any use of the Equipment, there being no representation or warranties with reference to such matters.

User assumes sole responsibility and liability for any damage or injury to property (including property of the Port Authority and Equipment itself) and for injury to or death of any person whomsoever (including property of Authority) occasioned by, incident to, arising out of, or connected with the possession, use and operation of Equipment by User and any operator furnished to User. User agrees to protect, indemnify and save Authority harmless from and against any and all liability and expense for or in respect to any claims, demands and suits for damages which may be made or brought against Authority arising

out of the use and operation of the Equipment by User, including the acts or omissions of the operator of the Equipment.

This item is not to be construed as requiring any User to indemnify the Port Authority for that portion or percentage of such claim or damage, if any, caused by the negligence of Authority.

**ITEM 306
RESPONSIBILITY FOR DELAYS**

Equipment is presumed to be in good operating condition when turned over to User but Authority will not be responsible for delays caused User by equipment breakdowns, nor for delays from other causes.

**ITEM 308
APPLICATION OF STRAIGHT TIME, OVERTIME AND DOUBLE TIME**

STRAIGHT TIME – Applies from 0800 to 1200, 1300 to 1700 Monday through Friday.

OVERTIME – Applies from 0100 to 0600, 0700 to 0800, 1700 to 1800, 1900 to 2400 Monday through Friday, and on Saturdays and Sundays except where double time applies

DOUBLE TIME – Applies during the following meal periods on any day: 2400 to 0100, 0600 to 0700, 1200 to 1300, 1800 to 1900, and on Port Authority holidays named in Item 100 herein,

**ITEM 310
RIGHT TO REFUSE USE**

The Port Authority reserves the right to refuse to handle any commodity, which, in its opinion, is not suitable for handling through the Bulk Terminal.

**ITEM 312
MOORING VESSELS**

Vessels docking or undocking at the Bulk Terminal are responsible for all labor to attend and handle lines required to make fast or release the vessels.

**ITEM 316
REQUEST FOR USE OF BULK TERMINAL EQUIPMENT OR SERVICES**

Requests for use of the Bulk Terminal must be placed with the Bulk Terminal Office no later than 4:00 p.m. (1600 hrs) the preceding day except that requests for use on Saturdays, Sundays or holidays must be placed with the Bulk Terminal office no later than 4:00 p.m. (1600 hrs) the preceding regular work day.

**ITEM 318
CANCELLATION OF REQUEST FOR USE OR THE BULK TERMINAL EQUIPMENT OR SERVICES**

Cancellation of a request for use of the Bulk Terminal must be placed with the Bulk Terminal office no later than 5:00 p.m. (1700 hrs) the day preceding request use date except that cancellation for Saturdays, Sundays or holidays must be placed no later than 4:00 p.m. (1600 hrs) the preceding regular work day. Cancellation received later than the times specified in this item will be subject to the charges named in Items 336 and 338 herein.

**ITEM 320
WASHING OF VESSELS**

General washing of vessels berthed at the Bulk Terminal is prohibited. However, Port management may permit limited washing down upon request provided the work is performed in a manner so that no splash or flow of water is allowed to get on Bulk Terminal equipment, the wharf surface or enter the ship channel.

**ITEM 322
CONGESTION**

When in the opinion of Port management the Bulk Terminal is determined to be congested, Port management shall have the authority to determine the type of equipment to be used in expediting the handling of vessels to be loaded or unloaded.

Any and all vessels berthed at the Bulk Terminal docks after completion of loading or discharging may be required to vacate the berth. However, at the discretion of Port management, two hours grace may be allowed after completion of loading or discharging before sailing, and any or all vessels finishing loading or discharging after midnight may be allowed to remain in berth until 0600 hours the same day.

This Item is subject to the provisions of Item 285, Port of Corpus Christi Tariff 100-A

**ITEM 324
DESIGNATION OF FACILITY TO BE USED**

Port management shall have authority to determine the Bulk Terminal dock to be used in expediting the handling of vessels to loaded or unloaded.

**ITEM 326
RESPONSIBILITY FOR DELAYS TO VESSELS**

The Port Authority will not be responsible for delays to vessels docked at or seeking berths at the Bulk Terminal regardless of the cause.

This Item is subject to the provisions of Item 285, Port of Corpus Christi Tariff 100-A

**ITEM 336 (A) 1-1-2009
LOADING OR UNLOADING ON OVERTIME AND DOUBLE TIME**

Vessels loading, unloading, trimming cargo, or on standby at the Bulk Terminal during overtime and double time hours will be assessed additional charges per hour as follows:

BMD1		
OVERTIME		\$ 52.00
DOUBLE TIME		\$104.00

BMD2		
OVERTIME		\$ 52.00
DOUBLE TIME		\$104.00

See [Item 308](#) herein for definition and application of Overtime and Double Time.

**ITEM 337
OVERTIME ORDERED AS A CONTINUATION OF A SCHEDULED SHIFT**

Overtime ordered as a continuation of a scheduled shift followed by a meal period shall be subject to a 2-hour minimum charge at the current standby rates stated in Item 338 herein.

**ITEM 338 (A) 1-1-2009
CHARGES FOR STANDBY LABOR**

When labor is ordered and/or held on standby at the Bulk Terminal for a requested service, and when such standby results from conditions beyond the control of the Port Authority, the charges stated below will be assessed per hour subject to a four (4) hour minimum, in addition to the charges named in Item 336 herein.

BMD1	\$260.00 Per Hour
BMD2	\$260.00 Per Hour

**ITEM 340
VOLUME RATES**

Volume rates will be quoted upon request to users of the Bulk Terminal.

**ITEM 341 (D) 1-1-2009
TRIMMING OF RAIL CARS AT RAILROAD TRACK SCALE
Provision Deleted**

**ITEM 342 (A) 1-1-2009 (I) 1-1-2010
CHARGES FOR USE OF TRAVELING GANTRY CRANE (BMD1)
(Subject to Notes 1 through 3 of this Item)**

RATES IN DOLLARS PER TON

COMMODITIES	LOADING		UNLOADING	
	SHORT TON	METRIC TON	SHORT TON	METRIC TON
Barite Ore			\$0.94	\$1.03
Chrome Ore			\$0.94	\$1.03
Corn and Sorghum (I)			\$1.50	\$1.65
Coal	\$0.83	\$0.91	\$0.83	\$0.91
Copper Ore & Concentrates	\$1.04	\$1.14	\$1.04	\$1.14
Frac/Silica Sand (I)			\$1.04	\$1.14
Furnace Slag (I)			\$0.99	\$1.09
Iron Ore & Pellets			\$0.94	\$1.03
Limestone			\$0.94	\$1.03
Meals & Grains			\$1.04	\$1.14
Metallurgical Coke			\$0.94	\$1.03
Petroleum Coke	\$0.83	\$0.91	\$0.83	\$0.91
Rutile			\$1.04	\$1.14
Prilled Sulfur			\$1.04	\$1.14

Due to differences in rounding between short tons and metric tons, charges will be calculated and assessed in short tons of 2,000 Lbs.

Note 1: Handling charges for commodities not named above will be quoted upon request.

Note 2: Where in the opinion of Port management there is a potential for a reduction in productivity, or a potential for or damage to plant and equipment resulting from a condition or conditions beyond the control of the Port, the published rates in this Item will not apply. In such cases authorized Port personnel will

quote a handling rate and such rate shall apply in lieu of the published rate in this Item. Examples of situations or conditions which may reduce productivity or cause damage include, but are not limited to characteristics of the commodity; vessel configuration; and Users' ability to deliver to or receive cargo from BMD1 equipment.

Note 3: The provisions of Note 2 of this Item will apply for use of the Traveling Gantry Crane (BMD1) for loading or unloading bulk commodities located in tank spaces of ships and barges.

ITEM 344 (A) 1-1-2009
CHARGES FOR USE OF RADIAL SHIP LOADER (BMD2)
(Subject to Notes 1 through 3 of this Item)

RATES IN DOLLARS PER TON

COMMODITIES	LOADING	
	SHORT TON	METRIC TON
Coal	\$1.25	\$1.37
Petroleum Coke	\$1.20	\$1.32

Due to differences in rounding between short tons and metric tons, charges will be calculated and assessed in short tons.

Note 1: Handling charges for commodities not named above will be quoted upon request.

Note 2: Where in the opinion of Port management there is a potential for a reduction in productivity, or a potential for or damage to plant and equipment resulting from a condition or conditions beyond the control of the Port, the published rated in this Item will not apply. In such cases authorized Port personnel will quote a handling rate and such rate shall apply in lieu of the published rate in this Item. Examples of situations or conditions which may reduce productivity or cause damage include, but are not limited to characteristics of the commodity; vessel configuration; and Users' ability to deliver to or receive cargo from BMD2 equipment.

Note 3: The loading rates in this Item apply on bulk commodities, which will readily flow through the system. Users are responsible for any additional handling or necessary processing for any product which will not readily flow from rail car or motor carrier equipment through the grating at the rail car/truck dump.

ITEM 346 (A) 1-1-2009
UNLOADING OF RAIL CARS AT BULK DOCK 2

For the service of unloading bottom dump rail cars through the car dump at bulk Dock 2, the following charges will apply and are in addition to all other applicable charges.

Straight Time	\$156.00 Per Hour
Overtime	\$260.00 Per Hour
Double Time	\$364.00 Per Hour

END OF SECTION THREE