Tariff 006

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PORT OF BEAUMONT
TARIFF NO. 006

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EFFECTIVE January 1, 2017

PORT OF BEAUMONT
TARIFF NO. 006
(Cancels Tariff No. 005)
Port of Beaumont Navigation District of Jefferson County, Texas

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PORT OF BEAUMONT
TARIFF NO. 006

GULF SEAPORTS MARINE TERMINAL CONFERENCE
(Federal Maritime Commission Agreement 224-200163, effective December 2, 1988.)

Participating Members

A. Board of Commissioners of the Port of New Orleans
B. Board of Commissioners of Lake Charles Harbor and Terminal District
C. Greater Baton Rouge Port Commission
D. Orange County Navigation and Port District, Orange, TX
E. Mississippi State Port Authority at Gulfport
F. Port of Beaumont Navigation District of Jefferson County, TX
G. Port Commission of the Port of Houston Authority of Harris County, TX
H. Board of Trustees of the Galveston Wharves
I. Alabama State Docks Department - Port of Mobile
J. South Louisiana Port Commission, La Place, LA
K. Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX
L. Port of Port Arthur Navigation District of Jefferson County, TX
M. Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL
N. Port Freeport
O. Panama City Port Authority
P. Port of Corpus Christi Authority
Q. Port of Pensacola
R. Port of Pascagoula
S. Manatee County Port Authority of Palmetto, FL
T. St. Bernard Port, Harbor and Terminal District, Chalmette, LA
U. Port of Plaquemines, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal charges, rules and regulations. Any such rates, charges, rules and regulations, adopted pursuant be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPERS' REQUEST AND COMPLAINTS

Shippers, or other Users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said conference agreement, should submit the same, in writing, to the said Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.

Bill Inge
Conference Chairman
P. O. Box 1588
Mobile, AL 36633

Effective: January 1, 2017

100 **Container:**
A standard (I.S.O.) seagoing container 20 feet in length or over.

105 **Day:**
A consecutive 24-hour period or fraction thereof.

110 **Dockage:**
The charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure, or bank, or for mooring to a vessel so berthed.

112 **Facility Service Fee:**
The charge assessed against the cargo for port facility and operation services, including coordination of cargo placement at point of rest and the scheduling and/or coordination of rail services and/or truck services and other cargo services.

120 **Handling:**
The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

125 **Heavy lift:**
The service of providing heavy lift cranes and equipment for lifting cargo.

127 **High Cube Cargo:**
Cargo that has a measure (40 cubic feet) to weight (2,000 pounds) ratio of greater than three (3) to one (1).

130 **Holidays:**
All Saturdays and Sundays of the year, New Year's Day, Martin L. King's Birthday, Presidents Day, Texas Independence Day, Good Friday, Memorial Day, June 19th, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Holidays falling on Sunday will be observed the following Monday.

135 **Loading and unloading:**
The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance, to or from the terminal facility.

140 **(*) Point of rest:**
The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel. Cargo will be considered to be at shipside or within reach of ship's tackle when it is placed at a point of rest as described above. Movement of cargo between vessel and point of rest will be at vessel expense.

145 **Port authority:**
The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas.

146 **Storage:**
Port may, at its sole discretion, allow port Users to use areas in the port for the storage of cargo at a specified storage rate. The Port of Beaumont does not take care, custody or control of any cargos stored at the port by port Users, in accordance with the provisions of this tariff.

147 **Throughput:**
Equipment and labor necessary to receive from inland carrier to point of rest or deliver from point of rest to inland carrier and the equipment necessary for the handling and movement to or from vessel side. The equipment to service a vessel is provided at the discretion of the terminal operator subject to availability.

150 **Ton:**
A unit of weight of 2,000 pounds.

151 (N) Transshipment:
Cargo passing or conveyed directly from one waterborne vessel or barge to another vessel or barge.

152 (N) User:
All persons or vessels, their owners, agents or stevedores or other business entities or representatives or employees thereof, or any governmental entities or representatives or employees thereof doing business on Port Authority property or otherwise using Port Authority facilities.

153 Weight or measure:
When the notation W/M (weight or measure) appears on an item in this tariff, charges are assessed on the basis of the cargo's weight in short tons of 2,000 pounds or 40 cubic feet, whichever produces the greatest revenue.

155 (*) Wharfage:
A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto or under wharves, or other port facilities, or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and other port facilities and does not include charges for any other service.

160 (*) Wharf or shed demurrage:
A charge assessed against cargo remaining on public wharves, or in transit sheds beyond free time allowed.

161 Abbreviations:

$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither increase nor reduction in rates
(N)	New item
CBM	Cubic meter
Cu. ft.	Cubic feet
FMC	Federal maritime commission
FTZ	Foreign trade zone
GRT	Gross registered ton
Lbs.	Pounds
LOA	Length-over-all
MT	Metric ton
NOS	Not otherwise specified
W/M	Weight or measure
(*)	Items bearing this reference are published pursuant to agreement of Members of the Gulf Seaports Marine Terminal Conference

EFFECTIVE JANUARY 1, 2017

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BEAUMONT, TEXAS U.S.A. 77704

165 **Authority and jurisdiction:**
The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, hereafter known as the "Port Authority," is authorized by Article 16, Section 59, of the Constitution of the State of Texas and the Acts of the 51st Legislature, State of Texas, Regular Session, 1949, Chapter 147, page 270,and as amended, to assume control of the Port of Beaumont, and ownership, jurisdiction over, and control of the use of all wharves, sheds, warehouses, freight handling machinery and/or equipment and all other property, equipment and facilities owned and operated by it; and is further authorized and empowered to regulate and fix charges for the use of such facilities.

170 **General application:**
The use of Port Authority facilities constitutes an acceptance by the User of all charges, rules and regulations published in this tariff and the User agrees to pay all charges and be governed by all rules and regulations published in the tariff. The charges, rules and regulations published in this tariff apply on all cargo moving through the facilities of the Port Authority, and shall apply equally to all Users of the facilities.

175 **Port Authority liability:**
(1) Except for liability under Texas law, if any, for damage or loss caused by its negligence, the Port Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes or for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, insurrection or acts of God.

(2) The Port Authority is not a common carrier and does not accept care, custody or control of any cargo or other property while on or in the wharves, docks, transit sheds, warehouses or other facilities managed and controlled by the port, nor engage in warehousing or issue warehouse receipts.

(3) No provisions contained in this tariff shall limit or relieve the Port Authority from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless the Port Authority from liability for its own negligence.

180 **Authority held harmless:**
All Users of Port Authority agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Port Authority and the use of its facilities. For limits of liability see Item 175 (3).

185 **Responsibility for damages to facilities:**
(1) All port Users, including vessels, their owners and agents, stevedores, contactors and other port Users shall be responsible for all damage resulting from their use of Port Authority facilities and the Port Authority shall reserve the right to repair or contract for repair such damage. In instances where damage is caused by a vessel, the Port Authority may detain any vessel or other watercraft responsible for such damage until security has been given in the amount of such damage.

(2) This item is not to be construed as requiring any User to indemnify the Port Authority for that portion or percentage of such losses, etc., if any, caused by the negligence of the Port Authority. For limits of liability see Item 175 (3).

190 **Nuisance created by vessels:**
No vessel will permit excessive smoke, steam, noise or cleaning of boiler tubes by blowing or other means while in the channel or at the port.

195 **Vessels required to use tugs:**
All vessels docking or undocking at the Port Authority berths shall be required to use tug assistance, unless specifically exempted by Port of Beaumont. Failure to comply with this requirement could result in denial of a berth.

200 **Demurrage or detention:**
The Port Authority is not responsible for any delays, detention or demurrage on railcars, vessels or trucks.

Parties responsible for ordering and/or scheduling vessels, railcars or trucks are responsible for the payment of rail demurrage, vessel demurrage or truck detention, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels, railcars or trucks. Such parties will indemnify and hold harmless the Port for any rail demurrage, vessel demurrage or truck detention and related costs and expenses, including attorney fees and court costs, caused by or arising out of such parties ordering and/or scheduling of vessels, railcars or trucks.

Nothing contained herein shall be deemed to exculpate or relieve the Port Authority from liability for its own negligence.

Issued in compliance with FMC Regulation 46 CFR 525.2(a)(1).

210 **Access to shipping documents:**
Shippers, vessels, owners, and agents will permit the Port Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. They shall, within five (5) days after vessel sails, furnish the Port Authority with information on all cargo loaded or discharged and any other information required for the accurate billing of cargo and vessel charges.

211 **Cargo booking confirmation:**
The Port of Beaumont requires a Cargo Booking Confirmation to be furnished for all cargo transacted. Copies of the completed forms shall be on file with the operations and accounting departments.

This form shall be completed no later than 72 hours prior to the arrival of the cargo in the port, either by land or waterborne transportation.

Copies of the form are available upon request.

212 **Berth Request:**
The Port of Beaumont requires an approved Berth Request for all vessels requesting to berth at the Port of Beaumont docks and wharves. A Berth Request form must be completed and submitted to the Director of Operations for approval no later than 72 hours prior to the estimated time of arrival (ETA) of the vessel. Copies of the completed forms shall be on file with the operations department.

Copies of the Berth Request Form are available upon request.

215 **(*) Stevedores:**
(1) Stevedoring companies desiring to operate over the public wharves must file an application with the Port Authority and must furnish Certificates of Insurance on their Workmen's Compensation and Employers' Liability; Automobile, Bodily Injury and Property Damage, Comprehensive General Liability and U.S. Longshoremen and Harbor workers act. The Port Authority reserves the right to establish minimum coverage limits. Rules and conditions are on file in the Port Authority office.

(2) Rejection of application and revocation of stevedore franchise will result from failure to comply with the rules and regulations contained in this tariff and in the stevedore franchise policy.

(3) Wage Rates: Franchised stevedores shall be required to pay wage rates and provide benefits for its employees performing stevedoring services in the Port of Beaumont, which are at least equal to the current prevailing wages and benefits paid to labor as established by the West Gulf Maritime Association for Fully Automated and General Cargoes.

220 **Insurance:**
The charges published in this tariff do not include any expense for insurance covering any loss or damage to the cargo nor will such insurance be effected by the Port Authority under its policies.

221 **Access to port authority property:**
The Port of Beaumont is a maritime facility operated in accordance with Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105 and the Port of Beaumont’s Facility Security Plan (FSP). Transportation Worker Identification Credentials (or authorized governmental equivalent) are required for unescorted access to port facilities covered by the FSP. To promote public safety and efficient operations, the Port Authority may restrict access to any and all of its facilities. As used in this item, "facilities" includes all land,

buildings, offices, open and covered cargo areas, wharves; also equipment, machinery, railroad right-of-way and roadways which are owned, controlled or operated by the Port of Beaumont.

222 **Vehicle access, insurance requirements:**
Persons permitted access to port property must be prepared to furnish, upon request by authorized port representatives, proof of identification and the following:

Liability insurance in the amount of $5,000,000 combined single limit or $250,000/$500,000/$100,000. For firms/individuals doing work, workers comprehensive to include U.S. Longshoreman's and Harborworkers (if working on or over water). For firms/individuals doing work or providing services, general liability as follows:

General Aggregate: $2,000,000
Products-Comp/Op Aggregate: $2,000,000
Personal and Advertising Injury: $1,000,000
Each Occurrence: $1,000,000
Fire Damage (per fire): $50,000
Medical Expense (any one person): $5,000

225 **Loading or unloading:**
(1) The service of loading/unloading cargo to/from railcars and trucks will be performed by the Port Authority or its authorized contractors.

(2) The port requires scheduling in advance of all receipts and delivery of break bulk cargo by railcars or trucks. Cargo to be loaded or unloaded on Saturday, Sunday or Monday must be scheduled by 3:00 PM the preceding Friday. Trucks that arrive after their scheduled time slot or without a scheduled time slot will be considered unscheduled and may not be serviced immediately. The port will make every attempt to serve unscheduled or late trucks during the day of arrival, but this cannot be guaranteed.

(3) The Port Authority reserves the right to require overtime if loading or unloading of cars or trucks cannot be performed during straight time. Additional charges for services performed in overtime status are published in Item 595.

(4) Published port charges are based on minimum labor guarantees. In some cases, rates charged will be subject to minimum tonnages. If applicable, this minimum requirement will be published in the commodity rates in Section 3 of this tariff.

230 **Regular working hours:**
The regular working hours of the Port Authority are from 8:00 AM to 12:00 PM and from 1:00 PM to 5:00 PM Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges, except as otherwise shown.

235 **Quotations of special charges, rules or regulations:**
(1) The Port Authority may quote special charges, rules, or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee and on which advance arrangements have been made.

(2) The Port Authority may also negotiate handling/storage charges on volume breakbulk shipments for time increments not to exceed one year.

(3) Any special rates or charges must be approved, in writing, by the Port Director.

240 **Fire protection:**
(1) Smoking is prohibited on port facilities except in designated areas.

(2) The handling of explosives over port facilities requires advance notice and approval by appropriate regulatory agencies.

(3) Storage and use of fuel for machines and equipment is permitted only as designated by the Port Director.

(4) When welding, cutting, burning, heating or other hot work is to be done on vessels or on wharves at port facilities, a gas free certificate issued by a marine chemist must be obtained and a copy filed with the Chief, Safety and Security, prior to commencing work. Fire watch rules of the Port of Beaumont, copies of which are available from the Port Safety and Security Officer, must be observed.

245 **Facility Service Fee**:
The Facility Service Fee shall be charged against all cargo moving over, onto, or under wharves or other facilities, except cargo that is considered transshipped or cargo that is shipped between vessels (ships and/or barges) within Free Time.

246 **High Cube Cargo:**
The Port Authority reserves the right to bill any cargo defined as High Cube Cargo on a measure (40 cubic feet) instead of a weight (2,000 pounds) basis.

250 **Vessels to vacate:**
The Port Authority may order any vessel to vacate any berth when the Port Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Port Authority's facilities, or the rights, property or safety of others, or would unreasonably interfere with the use of Port Authority's facilities by others.

255 **Oily wastes/ships waste disposal:**
Under the provisions of annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations, Part 158 of Title 33 of Code of Federal Regulation (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The following firms are licensed to contract its services for the receipt of oily waste at the Port of Beaumont, and are subject to applicable regulations for the transfer of oil (33 CFR 154-156):

EcoWerks
6200 Procter St. Extension
Port Arthur, TX 77642
Telephone: 409/962-7469
Website: **www.ecowerks.com**

Under the provisions of Annex V of Marpol 73/78 Port Reception Facilities for Ship's Garbage and separation on board vessels of various kinds of waste are required.

Garbage is defined as "all kinds of victual domestic and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously and periodically." The rules require ports or terminals to ensure the availability of facilities to receive ships generated garbage.

The following firm is licensed to contract its services for the receipt of ships generated garbage and is subject to the applicable regulations for the collection and disposal of such wastes. (33 CFR Parts 1515, 155, and 158: 46 CFR part 25, USDA Title 7 CFR 330.400 and Title 9 CFR 94.5).

Triangle Marine Services
P.O. Box 8363
Lumberton, TX 77657
Telephone: 409/679-4608

260 **General rules applying to machinery:**
All vessels, their owners, agents or stevedores, or other Users, using cranes or other equipment on the wharves are subject to the following conditions:

(1) Application for use of Port Authority owned cranes/equipment shall be made in writing by USER to the Director of Operations a minimum of 8 straight time hours in advance of the requested time of crane/equipment use. When crane/equipment and operators will be required for use on a Saturday, Sunday or holiday, advance notice shall be given to the Port no later than 4:00 p.m. on the preceding straight time day. No guarantees of equipment or operator availability are made without a written approval from the Director of Operations. In instances when USER cancels an approved order, the cost, if any, incurred by the Port Authority prior to the cancellation for making cranes/equipment and operators ready shall be billed to the USER who made the application for use of cranes/equipment.

(2) Order for cranes/equipment must be for a specific time and will be filled in the order received. Start times for cranes/equipment shall coincide with labor start times (7 a.m., 8 a.m., 10 a.m. 1.p.m. or 7 p.m.). Charges for cranes/equipment shall begin when equipment is ordered and shall end when cranes/equipment is returned back to the Port Authority. Charges for cranes/equipment shall begin at the time for which equipment was ordered and specified to be made ready for USER's use.

(3) The Port Authority acts solely as the agent of the User in engaging operators of cranes and other equipment.

(4) Cranes and other equipment are under the USER's supervision and orders, and User accepts responsibility and liability for any damage or injury to property or persons caused by the operation, including damage to Port Authority property.

(5) User agrees to hold harmless and fully indemnify the Port Authority from any liability from personal injuries or property damage occasioned by the operation, use or possession of cranes and equipment, except for the terminal's own negligence or liability under Texas law, if any, and/or 46 CFR 514. For limits of liability see Item 175 (C).

(6) User is required to show proof of adequate insurance protecting the operators of cranes and other equipment, the Port Authority and others from personal injury or property damage occasioned by the operation, use or possession of cranes and equipment.

(7) The User will satisfy himself of the physical condition and capacity of cranes and other equipment and competency of the operators.

(8) The Port Authority is not responsible for delays caused by breakdown of cranes or other equipment.

(9) The Port Authority reserves the right to refuse to provide crane service or other equipment, or to terminate its use at any time.

(10) Credit will be allowed for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, overloading or carelessness of User. Credit will be cumulative and allowed on the basis of actual time lost.

(11) All limits of liability as shown in this and all other items are as shown in Item 175 (C).

(12) Use of privately owned cranes by stevedores requires prior approval by port's Director of Operations.

(13) Privately owned cranes working or otherwise remaining on Port Authority Property will be charged $50.00 per crane per calendar day for each day or partial day of crane usage.

270 **Free time:**

Thirty (30) days in sheds and on open wharves.
Thirty (30) days on all-weather open lots for high-cube cargo.
Thirty (30) days on all-weather open lots and off-wharf areas NOS.
Free time begins immediately upon placement on port facilities and each 24 hours or part thereof constitutes a days time, weekends and holidays not excluded.

After expiration of free time, shed and wharf demurrage will be assessed at rates published in Item 545.

275 **Dockage rules:**

Dockage will be charged from the time a ship, boat or barge makes fast to the wharf until the vessel vacates the berth. Shifting from one berth to another will not interrupt the time. Port Authority reserves the right to measure any vessel and use that measurement as the basis for dockage.

Dockage will be charged for inland barges discharging or loading cargo directly to or from ship. For dockage charges, see Items 550-551.

280 **Seafarers' Center:**

The Seafarers' Center is a nonprofit ecumenical organization providing recreational and cultural services and facilities without discrimination to seafarers of all countries. The schedule of fees and charges is shown in Item 605.

286 **Shed hire, exceptions:**
Shed/wharf hire will not be charged:
(1) Vessels not loading or discharging cargo.

(2) When cargo is loaded/discharged directly to/from ships or barges and cars or trucks or transshipped directly between vessels and or barges.

288 **Line handling:**
The service of line handling for mooring, unmooring, and shifting of vessels (barges are excluded unless specifically requested) is performed by Sabine Ship Services, Inc.

Charges for these services are as shown in Item 580.

Vessel's agents must place an order with the port at least two hours in advance and specify the time and wharf at which line handling is required. Orders may be cancelled up to two hours prior to the time at which the service is required, or charges will be assessed.

The steamship owner or charterer is responsible for payment of all charges for line handling, and billing will be against the vessel, with invoices made available by Sabine Ship Services, Inc., for assessment and collection.

All charges not paid by the vessel, its owner or charterer will be billed to the steamship agent for the vessel.

290 **Mixed shipments:**
When two or more articles, having different loading/unloading rates are handled to/from the same car or truck, the charge on the total weight of the mixed shipment will be the rate applicable on the highest rates article in the shipment.

292 **Grain wharf:**
The Port of Beaumont's grain elevator and grain dock are operated under lease by Louis Dreyfus Corporation, which is responsible for establishing and collecting all charges for dockage, wharfage, line handling, shifting, fresh water, equipment, etc., except that Port Security Surcharges shall be assessed against the vessel by the Port Authority in accordance with Item 305.

Berth applications and other communications are to be made directly to Louis Dreyfus Corporation Beaumont Elevator, 1745 Buford, Beaumont, TX 77701, 409/838-6251.

294 **Responsibility for cleaning facilities:**
Users of the wharves, transit sheds and other facilities of the port are held responsible for cleaning the property assigned to their use.

Stevedores and other Users are expected to leave the wharves, sheds, and lots clean after using the facilities. Cleaning of wharves must be completed within 24 hours of completion of use or sooner if directed to do so by the Port Authority. Failure to do this work will result in the Port Authority performing this work, with the cost being charged to the responsible party at the rate of actual cost plus 20%.

Additionally, any User (including lessees) which has placed or left equipment in unauthorized areas (areas not approved by the Port Authority), shall be assessed charges at the rate of $500.00 per day for each day said equipment remains in unauthorized area(s). Charges will commence 24 hours after notification of the responsible party said equipment is in an unauthorized area and will continue until the equipment is removed. The Port Authority reserves the right to remove or relocate said equipment at actual cost plus 20% in addition to the daily charge set forth above. The Port Authority does not assume any responsibility for the care of any equipment to which these charges apply.

295 **Stevedore equipment:**
Stevedores and other Users are responsible for cleaning up their work areas and keeping these areas in a safe, clean condition. If not practical to remove forklifts, cranes and other equipment daily, this equipment will be stored and maintained in an area designated by the Port Authority.

296 **Responsibility for charges and payment:**
Wharfage, wharf demurrage, port security surcharges, facility service fees and loading and unloading are due from the shipper of the cargo, unless other prior arrangements are made with the Port Authority, and will be collected upon performance of these services.

All services rendered by the Port Authority for wharfage, dockage, wharf demurrage, shed and wharf hire, charges for providing water and electricity, charges for equipment rental, cleaning wharves and sheds, terminal storage, security and special services will be charged to the vessel owner, charterer, or operator.

Submission of a Berth Request by the steamship agent for the vessel that incurs the charges constitutes acceptance by the agent of all terms and conditions of this tariff and agreement to pay all charges against the vessel.

The Port Authority does not recognize the numerous shippers or consignees, and cannot attempt to collect or assist in collecting any port invoices or bills which may be passed on to shippers or consignees by the vessel, its owner or agent. Such bills must be paid regardless of when the vessel, its owner and agent are reimbursed. Any errors in the bills will be rectified by the Port Authority.

All invoices are rendered in accordance with this tariff and are due upon presentation. Failure to pay within 30 days may, at the option of the Port Authority, result in the responsible party being placed on the delinquent list and/or assessed finance charges in accordance with Item 306. Any parties placed on the delinquent list may be denied further use of the Port Authority facilities until all outstanding charges have been paid.

The Port Authority reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners or agents, or other Users of the facilities, or against cargo loaded or discharged by such vessels or other Users of the facilities, whose credit has not been properly established with the Port Authority. Use of the facilities may be denied unless such advance payments or deposits are made.

Presentation of bills to owners or agents of vessels or to stevedores is executed as a matter of accommodation and convenience, and shall not constitute a waiver of the liens for charges furnished a vessel.

297 **Removal of abandoned/objectionable cargo:**
The Port Authority reserves the right to move abandoned cargo and dispose of same after due notice, as well as remove freight or other material, which, in its judgment, is likely to damage other property. Removal and disposal of such cargo will be at the risk and expense of the owner.

298 **Minimum charge:**
The minimum invoice for any service or change rendered by the Port of Beaumont is $50.00.

299 **Storage:**
The rates published by the Port of Beaumont do not include storing or warehousing any cargo. The port will not permit cargo to remain on its premises for an unlimited time regardless of such rates and charges published herein. When, in the judgment of the port, space is not available for cargo to remain on its premises after the expiration of free time, the port reserves the right to remove part or all of such cargo to any part of its facilities, or to send such cargo to a private or public warehouse at risk and expense of the cargo owner. The port reserves the right to take and retain possession of all cargo until charges are paid in full, and also reserves the right to sell cargo for unpaid terminal charges according to law. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its rights under this provision.

The port may agree, by prior written arrangement, to store cargo or other goods on port facilities for specific times. Rates for storage are published in item 609.

The port is not liable or responsible for any direct or consequential damages to goods stored on its premises.

300 **Outdoor storage:**
The Port of Beaumont reserves the right to determine if cargo is suitable for placement in outdoor open wharves or cargo lots, and will exercise the right when it is determined that this can be accomplished without damage or harm to the cargo and it is determined that space in covered transit sheds is not available. Normal free time for open wharves and lots (See Item 270) will be applied to cargo so handled. The port will endeavor to notify cargo owner(s) prior to placement in open areas. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its right under this provision.

Rates included herein are expressed in U.S. dollars per short ton of 2,000 lbs., unless otherwise specified.

		UNLOADING	WHARFAGE

305 **Port security surcharge**

A security surcharge will be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Port of Beaumont in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against ships and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff, as follows:

SHIPS and BARGES: 9.25% of total dockage assessed per port call

CARGO (to be billed to the party paying the wharfage):

Breakbulk	$.195 per ton*
Dry Bulk	$.045 per ton*
Liquid Bulk	$.045 per ton*
Containers	$4.09 per box*
Vehicles	$1.00 per vehicle*
Passengers	$1.00 per passenger*

Users of Port of Beaumont services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in item 296 of this tariff. In addition, at the sole discretion of the Port of Beaumont, such Users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

306 **Finance charge**

All invoices issued by the Port of Beaumont are due and payable upon presentation to vessels, their owners or agents, or any firms, persons or corporations using facilities under the operation of the Port of Beaumont.

Any invoice issued by the Port of Beaumont, which is unpaid thirty (30) days from the date the invoice is issued, shall be deemed to be delinquent.

Any invoices that are or become delinquent on or after thirty (30) days from the effective date of this amendment will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for the Port of Beaumont to file suit to collect any delinquent invoices or to enforce any provision of this tariff, the party obligated herein to pay such invoices under this section or the party against whom enforcement of the tariff is sought consents to such suit being filed in the appropriate Judicial District Court, in Jefferson County, Texas, and further the party not prevailing shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

310 **Automobiles and trucks, etc:**

POVs driven-on/off	$34.00	$2.75

315	**All bagged commodities for human consumption:**		
	From railcars	$12.00	$1.85
	Palletized, from flatbed trucks	$5.36	$1.85

Minimum charge to load/unload loose bags to/from boxcars/trucks:
$1,000.00

Note 1: Rates published in this item apply only from boxcars except as otherwise specified
Note 2: See Item 590 - Damage-free cars
Note 3: Rates published herein apply only to bags weighing 50 lbs. or more
Note 4: See Item 635, Maintenance charge

340	**Commodities not otherwise shown, loose or in packages:**		
		$22.62	$3.20
	On Pallets or pre-unitized:	$9.90	$3.20
	Non-hazardous, in super sacks:	$6.30	$3.20
	weighing 2,000 - 3,000 lbs. each		

Note 1: Not applicable on vans, automobiles, trailers, including military ordnance vehicles.

345	**Construction,** mining and roadbuilding machinery, parts and related components, backhoes, bulldozers, construction (off highway) dump trucks, crawler cranes, crawler tractors, front-end loaders, mining dump trucks, truck and crawler drilling units, wheeled scrapers, parts and components.		
		$8.68	$2.80
	Vehicles exceeding 100,000 lbs.,		
	but less than 250,000 lbs.	$21.93	$2.80
	Self-propelled cargo, received/delivered by driver		
	to/from point of rest:	$30.00 per unit	$2.80
	Construction machinery lifted	$20.12	$2.80
346	**Construction equipment,**		
	pump stations, parts and related components	$11.00	$2.80
	Self-propelled cargo received/delivered by driver to/from point of rest:		
		$30.00 per unit	$2.80
347	**Containers per unit**		
	(Throughput)	$79.00	$43.00
348	**Drilling rigs, parts and related components**		
		$8.68	$2.80
	Drive-in, drop-off, winch-on, winch-off	$33.00 per unit	$2.80
	(See Item 585)		

Forest Products:

Lumber, in bundles, for forklift handling to of from flatbed trucks or rail flatcars

Loading or unloading, to/from flatbed equipment	$6.88	$1.75
Mats, weighing 500 to 2,000 lbs. per unit	$7.50	$1.75
Newsprint	$6.88	$1.75
Paneling, in bundles loading only	$8.22	$1.75
Paper and paper products:		
Containerboard, pulpboard, linerboard, sack paper, wrapping paper, in rolls or bales, to or from railcars or flatbed trucks	$6.60	$1.75
Printing Paper	$6.88	$1.75
Wastepaper in bales	$12.51	$1.75
Particleboard, gypsum wallboard and fiberboard, in bundles	$6.88	$1.75
Pine veneer in bundles weighing 1,000 to 4,000 pounds for forklift handling to or from flatbed trucks or rail flatcars	$5.71	$1.75
Plywood in bundles weighing 1,000 to 4,000 lbs. skidded or with dunnage to permit forklift handling to/from one car or truck to one location (see note 1)	$5.07	$1.75
Hardboard, in bundles suitable for handling by one forklift to boxcars, trucks	$6.88	$1.75
Oversized bundles that do not allow handling by normal forklift means	$7.00	$1.75
Poles or pilings, 65' or less, in bundles, suitable for forklift		
Handling	$6.59	$1.75
In bundles, per truckload (a)	$72.31 (a)	$1.75
Loose	$12.50	$1.75
Woodpulp:		
In rolls	$6.50	$1.50
In bales, loose	$11.00	$1.50
In bales, unitized	$5.25	$1.50

If removal of unitizing wires is required	$5.75	$1.50
Tissue paper, in rolls suitable for forklift handling:	$7.50	$2.40
1. Surcharge for loading trucks and railcars requiring four or more separations	$2.00	
2. Surcharge for loading lumber in bundles four feet long or less	$2.00	
3. Surcharge for readjusting truck loads/weights to meet compliance with DOT regulations	$50.00 per truck	
4. Surcharge for cleaning of railcars prior to loading, if necessary	$125.00 per car	

Note 1:

The rates in this item apply only when cargo is presented for loading/unloading in condition that allows normal forklift handling. If the load shifts in transit, is not properly secured, banded, stripped, or for whatever reason is not able to be handled by normal forklift means, the entire car or truck will be set aside and handled at actual cost plus 20%.

375 **Metal articles, viz:**

Billets, ingots, slabs	$7.50	$1.65
Coils:		
to/from flatbed cars/trucks:	$8.40	$1.65
to/from open top cars/trucks:	$8.40	$1.65
Pipe, in bundles not exceeding 40' in length:	$8.56	$2.15
Loose, N.O.S.	$8.68	$2.15
20" O.D. & over	$6.77	$2.15
Rail or track material:		
to/from flatbed cars/trucks	$5.95	$1.65
to/from open top cars/trucks	$9.15	$1.65
Rebar, not exceeding 40' in length		
to/from flatbed cars/trucks	$7.29	$1.65
to/from open top cars/trucks	$8.56	$1.65
over 40' in length		
to/from flatbed cars/trucks	$8.92	$1.65
to/from open top cars/trucks	$11.35	$1.65
Scrap, scrap alternative, i.e. HBI, pig iron, direct to/from rail cars, trucks (see Item **515**):		$1.65

Structural steel, N.O.S.	$18.14	$2.15

NOTE: Applies only when cargo is received with stripping/dunnage in proper condition to allow handling with slings or forklifts. Not subject to **Item 585**.

380

Military vehicles and ordnance only, viz:

Note, unless otherwise specified, these rates apply only to cargo handled for, and under the jurisdiction of, the 842nd Transportation Battalion, U.S. Army Surface Deployment and Distribution Command. For rates on other military cargo, see item 385 below.

Tracked vehicles, weighing:		
under 50,000 lbs.	$86.00 ea	$1.95
over 50,000 lbs.	$252.00 ea	$1.95
Armored vehicles, construction equipment and heavy trucks		
Driven to/from rail or truck	$62.00 ea	$1.95
Lifted to/from rail or truck	$89.00 ea	$1.95
Towed to/from rail or truck	$79.00 ea	$1.95
Military Vehicles, N.O.S., humvees, light trucks:		
Driven to/from rail or truck	$30.00 ea	$1.95
Lifted to/from rail or truck	$77.00 ea	$1.95
Towed to/from rail or truck	$62.00 ea	$1.95

Note 1: See **Item 381** for securing military cargo in containers.

Container, van, conex throughput	$66.00 ea	$1.95
Chassis receipt/delivery	$22.00 ea	$1.95
Container, van on chassis	$49.00 ea	$1.95
Segregate containers	$36.00ea	$1.95
Aircraft, driven or towed on/off receiving/delivering carrier, flown in or out of terminal	$28.00 ea	$1.95
Lift on/off receiving/delivering carrier	$186.00 ea	$1.95
Boxed/crated parts	$7.50	$1.95

Note: Charges for loading/unloading cargo do not include the services of a truck or rail coordinator coordinating the loading of specific pieces to specific trucks or railcars. It is strongly suggested that the carrier have on site such a coordinator during the loading of their cargo. When, in the opinion of the Director of Operations, such services are required and not provided for by the carrier, the port will hire a clerk to provide such services and invoice that charge back to the carrier at cost plus 20% - as per item 510 of this tariff.

381

Securing military cargo in containers

Charges for stuffing cargo into containers contained in **Item 382** do not include any expense for securing materials. Materials for securing will be billed at cost plus 20%.

382 **Stuffing/stripping military cargo**

The Port of Beaumont will provide all stuffing/stripping of military cargo to/from containers.

383 **Lashing/unlashing military cargo**

The Port of Beaumont will provide all lashing/unlashing of military cargo to/from railcars for the below listed per railcar rates. Rates are based on a railcar loading plan, including a cargo listing and railcar listing, to be provided by the 842nd Transportation Battalion by 3:00 p.m. on the prior day the service is requested.

Lashing to railcar	$502.00 per railcar
Unlashing from railcar	$403.00 per railcar

385 **Military cargo, other than cargo handled for, and under the jurisdiction of, the 842nd Transportation Battalion, U.S. Army Surface Deployment Command**

Loading/unloading	(See items 380-382)	
Wharfage		$2.95

Note: Charges for loading/unloading cargo do not include the services of a truck or rail coordinator coordinating the loading of specific pieces to specific trucks or railcars. It is strongly suggested that the carrier have on site such a coordinator during the loading of their cargo. When, in the opinion of the Director of Operations, such services are required and not provided for by the carrier, the port will hire a clerk to provide such services and invoice that charge back to the carrier at cost plus 20% - as per item 510 of this tariff.

451 **Project Cargo**

Cargo handled via forklift	$8.50 W/M	$2.60 per W/M
Requiring crane	$12.50 W/M	$2.60 per W/M

NOTE: This only applies up to the capacity of the port cranes.
Detailed operating limits/capacities chart can be obtained upon request.

470 **Wind Turbine Equipment, parts and related components**

Loading/Unloading (Crane required):	$19.82 per short ton	
Loading/Unloading (Suitable for forklift):	$11.95 per short ton	
Loading/Unloading (Blades or Blade Molds)	$1.99 per cbm	
Wharfage:		$2.80 W/M

Note 1. All handling is on the basis of lift to/from truck/railcar only. Movement within the port to accommodate loading/unloading is not included and will be charged on the basis of a special quote.

Note 2. Tariff Demurrage and Free time rules for wind energy equipment do not apply. Contact port staff for quotation.

See Item 585.

Rates pursuant to Gulf Seaports Marine Terminal Conference.

475 **Liquid and dry bulk**

Transferred directly between barges and ships.	$.75 per ton

Liquid bulk NOS	$1.25
Dry bulk NOS	$1.25

EFFECTIVE: January 1, 2017

505 **Stevedore Fees**

Franchise fee:	
Bulk and general cargo	$7,500.00
Bulk cargo only	$2,500.00
Annual fee:	
Bulk and general cargo	$2,000
Bulk cargo only	$1,000

510 **Miscellaneous:**
Unless otherwise specifically provided in this tariff, services of a miscellaneous nature will be performed by the Port Authority on the basis of actual cost of labor, supervision, equipment, supplies and materials plus 20%, subject to a minimum charge of $100.00 for each service, or at a flat rate price agreed to by both parties. Such services will include, but are not limited to bracing, blocking, securing or dunnaging cargo in railcars or trucks, segregation of cargo, removing or replacing bands, applying, removing or changing marks, cleaning of transportation equipment and disposal of debris, repairs to facilities and equipment, removal of or relocation of fences, posts and other obstructions to facilitate the movement of cargo for which there has not been a rate established in this tariff, and the procurement of supplies and services for third parties.

520 **Port Authority equipment - cranes**

(1) Truck crane, 200-ton	S.T. per hour	$450.00
	O.T. per hour	$500.00
(2) Mobile Harbor Crane	S.T per hour	$700.00
	O.T per hour	$750.00
Cranes, minimum charge	4 hours	

Rates quoted include fuel and operator(s) and are based on crane's standard
"as is" configuration (Truck crane - 120 foot boom and 100-ton block.) Charge for re-rigging crane to alternate boom configuration, and returning to standard configuration, if required, will be billed to party ordering crane.

Charge for re-rigging crane: $4,000.00

When port cranes are available and not used, and privately-owned cranes are used without express permission from the port's Director of Operations, the above charges will apply. (See Item 260)

(3) Taylor lift machine, 40-ton, per hour Includes fuel, min. two hours notice required for re-rigging.	$250.00

522 **Facility Service Fee:**

$.50

(see Item 245

525 **Office space:**
The Port Authority will provide office space, when available, for the use of stevedores or other parties to support cargo operations. The daily rate for the use of stevedore offices is $85.00 per day. Other rates and terms are available on request. User is responsible for utilitites, furnishings, maintenance, cleaning, telephone, etc. Users of stevedore's offices are responsible for all long distance telephone calls, for damages, and for picking up and returning office keys and telephones.

535 **Fleeting:**
LASH and river/Intracoastal barges that are fleeted and held in port, loaded or empty, will be assessed a fleeting charge:

LASH	$60.00 per day
River/Intracoastal	$120.00 per day

540 **Electricity:**

Installation, straight time	$50.00
Installation, overtime	$60.00
Per Kilowatt hour	$0.70
Minimum charge, straight time	$50.00
Minimum charge. overtime	$60.00

545 **Shed, wharf and open wharf demurrage:**
After expiration of free time **(See item 270)**

Cargo in Transit Shed	$0.30 per ton per day
Cargo on open wharves and all weather open lots	$0.20 per ton per day
High-cube cargo, in transit sheds	$0.90 per ton per day
High-cube cargo, on wharves or all weather open lots	$0.60 per ton per day

550 **Dockage charges:**
Dockage for all ships, barges and watercraft, except as otherwise provided, will be charged on the length overall (L.O.A.) in feet shown in Lloyd's Register of Shipping, and will be on the following basis:

Length in overall feet	**Rate (per foot per 24-hour day)**
0 - 199	$2.87
200-399	$3.76
400-499	$5.34
500-599	$6.98
600-699	$7.98
700-799	$10.29
800-899	$12.38
900 & over	$14.81

Dockage for ships loading bulk grain at the port's grain elevator will be assessed by **Louis Dreyfus Corporation**.

Minimum charge: $300.00 per day
Barges - See Item 551

Rates pursuant to Gulf Seaports Marine Terminal Conference

551 **Dockage charges - non self-propelled inland waterway barges**

Length overall in feet	**Rate per 24-hour day**
75 feet and under	$175.00
76 - 200 feet	$275.00
201 feet and over	$375.00

552 **Dockage reduction for vessels in port more than 5 working days, working general/breakbulk or bulk cargo.**

The rates for dockage for the first five working days will be assessed at full tariff per item 550.

Day 6 thru day 10 will be assessed at 75% of full tariff rate.

Day 11 thru vessel sailing will be assessed at 60% of full tariff rate.

555 **Dockage exceptions:**
Dockage for vessels waiting due to unavailability of berth or cargo, idle vessels or vessels undergoing repair will be charged at the rate of:

Day 1 thru day 10 will be assessed at 75% of full tariff rate.

Day 11 thru vessel sailing or working cargo will be assessed at 60% of full tariff rate.

If vessel begins cargo operations, see Item 552.

This exception will be granted at the request of the vessel agent, owner charterer or operator and must be approved in advance of the vessel's sailing, by the port's director of operations.

570 **Shed/wharf hire**
Shed/wharf hire will be based on the quantity of cargo loaded or discharged at each berth as follows:

Under 1,000 tons	$550.00
1,001 - 5,000 tons	$990.00
5,001 - 10,000 tons	$1,525.00
10,001 - 20,000 tons	$2,180.00
Over 20,000 tons	$2,400.00

(See also Item 296)

575 **Water service**

Installation, straight time	$75.00
Installation, overtime	$125.00
Per 1,000 gallons	$6.50
Minimum charge, straight time	$75.00
Minimum charge, overtime	$125.00

580 **Line Handling Charges**
Mooring/Unmooring, per service:

Straight time	$276.00 per hour
Overtime	$414.00 per hour

Standby time - One hour is allowed beyond specific time for which line handlers are ordered.

Charges for standby time beyond first hour:

Straight time	$173.00 per hour
Overtime	$242.00 per hour

Shifting between berths:

Straight time	$165.00 per hour
Overtime	$230.00 per hour

Vessels shifting more than 500 feet to an adjoining dock requiring mooring lines to be carried down the dock will be charged an additional $88.00.

There will be an additional charge of $8.00 for each cable (wire rope) handled at mooring, unmooring, and shifting.

Orange County Facilities:

Regular linehandling charges will apply at OC1, provided lineboat is not required. If lineboat is required, the following charges will apply:

Straight time	$904.00 per hour
Overtime	$1,131.00 per hour

Standby time - One hour is allowed beyond specific time for which line handlers are ordered.

Charges for standby time beyond first hour:

Straight time/overtime	$242.00 per hour

Note: Requirement for a lineboat must be given when order is placed.

Penalty:
All vessels, their owners or agents, are responsible for payment of charges for line handling within 30 days after invoice date.

After 30 days, a 1.5% penalty charge will be assessed on the total invoice amount. Failure to pay total after 90 days will result in loss of credit.

585 **Heavy lift charge**
When shipments contain pieces weighing 10,000 pounds or more, the following charges will apply in addition to the handling charges:

10,000 lbs. - 20 tons	$1.52 per ton
Over 20 tons - 35 tons	$3.84 per ton
Over 35 tons - capacity of port crane	$6.22 per ton

Shipments beyond capacity of port crane will be handled at actual cost plus 20%.

590 **Damage free rail equipment**
The Port Authority will unload cargo presented in damage-free or load-divider railroad equipment at actual cost plus 20%.

This charge will be assessed in lieu of unloading charges published elsewhere in this tariff.

595 **Overtime**
Work performed on overtime will be billed at 150% of regular charges, plus appropriate labor guarantees.

Double time will be charged for work performed during meal hours: 12:00 Noon to 1:00 PM, 6:00 to 7:00 PM, 12:00 Midnight to 1:00 AM, and 6:00 to 7:00 AM, on the basis of 200% of regular charges, plus appropriate labor guarantees.

600 **Use of areas in transit sheds**

Areas inside the transit sheds will be assigned, on a space-available basis, by the Director of Operations. The charge for the use of this space will be $1.50 per square foot per month.

605 **Seafarers' Center of Beaumont**

The owner, operator or charterer of all ships using the facilities of the Port of Beaumont will be assessed a fee of $125.00 per ship call to cover charges for the services of the Seafarers' Center of Beaumont.

610 **Land rental**

Subject to availability and Port Director's approval, land may be leased on a short term basis. Call for rates and availability.

620 **Placing bagged cargo in super sacks**

When bagged cargo is placed in super sacks when being unloaded from boxcars, a charge as follows will be assessed: $4.00 per ton (see notes 1 and 2).

Note 1: Charge does not include furnishing of super sacks.

Note 2: Requires prior notification of the port.

630 **Facilities cleaning**

See Item 294

0 tons and under 2,500 tons	$800.00
2,500 tons and under 5,000 tons	$950.00
5,000 tons and under 7,500 tons	$1,150.00
7,500 tons and under 10,000 tons	$1,200.00
10,000 tons and under 15,000 tons	$1,350.00
15,000 tons and under 20,000 tons	$2,400.00
20,000 tons and under 25,000 tons	$2,655.00
25,000 tons and over	$4,000.00

If, in the opinion of the Director of Operations, facilities require cleaning beyond ordinary means, or excessive use of the equipment for disposal, cleaning will be charged at the rate of actual cost plus 20%.

LASH/River barge	$250.00 each
Ocean-going barges towed or pushed by ocean tugs	$450.00

635 **Maintenance charge**

A maintenance charge of 35 cents per short ton will be assessed to the stevedore loading USDA cargo, to ensure cleanliness and sanitary conditions.

EFFECTIVE: January 1, 2017