



**ALABAMA STATE DOCKS
BULK DIVISION TARIFF NO. 2**

**RATES, RULES AND REGULATIONS
GOVERNING SERVICES
AT THE
BULK DIVISION FACILITIES
ALABAMA STATE DOCKS
ALABAMA STATE PORT AUTHORITY
AT
MOBILE, ALABAMA
PORT OF MOBILE**

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Supersedes Previous Tariffs For Bulk Division Facilities

BULK DIVISION TARIFF NO. 2

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SECTION 1 - ITEM DEFINITIONS & EXPLANATIONS

ITEMS 100 - 123

100 - BACK STORAGE AREAS

Refers to the open storage areas removed from shipside and may require the transfer of commodities via rail cars, trucking or other conveyances to or from these locations.

101 - BERTH

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

102 - DOCKAGE

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

103 - ENVIRONMENT

Shall mean soil, surface waters, ground waters, land, stream and sediments, surface or subsurface strata, ambient air, indoor air and indoor air quality, interior and/or exterior of any building or improvement and any environmental medium.

104 - ENVIRONMENTAL CONDITION

Shall mean any condition of the environment that result from any person's use, occupation, and/or operation at a facility of the ASPA.

105 - ENVIRONMENTAL LAW

Shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act 1980, 42 U.S.C. Section 6901, et seq., as amended ("CERCLA"); the Clean Air Act of 1963, 42 U.S.C. Section 7401, et seq., as amended ("Clean Air Act"); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Section 1251, et seq., as amended ("Clean Water Act"); Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq., as amended ("OPA-90"); the Alabama Air Pollution Control Act, Alabama Code Section 22-28-1, et seq., as

amended; the Alabama Water Pollution Control Act, Alabama Code Section 22-22-1, et seq., as amended; all vessels must meet the requirements of “Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq., as amended (OPA 90) ; and any other present or future federal, state, or local law, regulation, rule, or ordinance relating to protection of the environment or otherwise dealing with the subject matter of the preceding federal and state statutes.

106 - FACILITIES

The term “Facilities” when used in this tariff means any Bulk Division Facilities of the ASPA.

107 - FREE TIME

The specified period during which cargo may occupy space assigned to it on ASPA property free of storage charges immediately prior to the unloading, or subsequent to the discharge/loading of such cargo on or off the vessel.

108 – HANDLING

The term “Handling” means the physical movement or handling of free flowing cargo between the various carriers and/or transit areas.

109 - HAZARDOUS MATERIAL

Shall mean any pollutant, contaminant or toxic substance including but not limited to asbestos and asbestos-containing materials, hazardous waste, hazardous material, or hazardous substance as defined in or controlled by any Environmental Law

110 - OVERTIME

Any time a service is rendered at the Bulk Division Facilities other than Straight Time hours. (See Items 115 and 308)

111 - PERSON

Shall mean any individual, corporation, partnership, association, joint stock company, trust, unincorporated organization, joint venture, court, government, political subdivision or agency thereof.

112 - SHIPSIDE STORAGE

The open storage area served by the conveyor system.

113 - STEVEDORING

A. Stevedoring services include, but are not limited to the following:

1. Ordering labor and loading the vessel in a workmanlike manner. Stevedores shall arrange labor so as to commence vessel loading immediately upon arrival at loading berth notwithstanding delays due to Customs and/or Immigration requirements.
2. Ordering draft surveyor for all draft checks of vessels and cargo weight verification by draft survey and notifying appropriate Terminals officials of drafts of surveyor.

3. Obtaining load or discharge plans and instructions from the Master, performing stowage of cargo to Master's satisfaction with proper grades of cargo in correct holds and working with the Master to reduce the number of passes and draft surveys.
4. Submitting load and discharge plans and requirements to appropriate officials of the Terminal in order to coordinate stowage and expedite loading.
5. Scheduling and progression of work in such a manner as to eliminate interference with facility's operations and vessel movements.
6. Responsibility and liability for correct loading of vessel involving such things as:
 - a. Spout trimming.
 - b. Completing of all paperwork related to vessel loading (mates receipt, line maintenance, berth application, applicable tariff items, etc.).
 - c. Compliance with all regulatory standards of federal, state and local agencies having jurisdiction over this work.
7. Assumption of liability for the correct loading of the vessel and any consequential damage due to it.
8. When barges are utilized for the direct loading or unloading of vessels, stevedore is responsible for the proper loading or unloading of the barges, draft surveys and proper cleaning and trim of barges.

B. See ITEM 404

C. This tariff item is notice to interested parties to terminate properly any contractual obligations contrary to these provisions.

114 - STORAGE PERIOD

A specified period of time or fractional part thereof as set out in this tariff.

115 - STRAIGHT TIME

That period of time from 7:00 A.M. to 4:00 P.M., except holidays listed in Item 304 of this tariff.

116 - TON

Where reference is made herein to the term "Ton", it shall mean a "Short" ton of 2,000 pounds unless otherwise specified in the individual item. (See Item 123)

117 - TRANSIT PERIOD

The term "Transit Period" refers to a specified period of time, or fractional part thereof, that cargoes may remain in the transit area. This transit period is intended only for use of accumulating cargoes not to exceed (20) days.

118 - TRIMMING

The distribution of commodities to the desired location in carriers (vessels, barges, rail cars, or otherwise) or in storage.

Any watercraft used for the floating transportation of marine cargo, whether self-propelled or non-self-propelled, and shall include in its meaning the owner thereof.

120 - WHARF

Includes any wharf, pier, bulkhead structure, or bank, used by a vessel for berthing, or for mooring to a vessel so berthed.

121 - WHARFAGE

Wharfage is a charge assessed against the cargo on all cargoes passing or conveyed over, onto, or under wharves or between vessels when moored at facilities provided, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service. (See Items 403 A and 407)

122 - EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

(A) – Addition

(C) - Change resulting in neither an increase nor decrease in rates or charges

(I) - Increase in rates or charges

(E) – Expiration

(N) - New or initial matter

(R) - Reduction in rates or charges

ASD - Alabama State Docks Department

ASPA - Alabama State Port Authority

GRT - Gross Registered Ton

ST - Short Ton (2000 Pounds)

SECTION 2 - RULES & REGULATIONS

ITEMS 200 - 224

200 - APPLICATION AND INTERPRETATION OF TARIFF

Rates, rules and regulations as contained in this tariff, or as amended, are applicable at the Bulk Division Facilities of the ASPA, Mobile, Alabama, and shall apply equally to user of the facilities on the effective date shown in this tariff, or as amended; however, contractual variations may occur. Revised pages shall be issued to cover changes in this tariff; however, all rates, rules and regulations in this tariff are subject to change without notice, except as may be required by law. The ASPA shall be the sole judge as to the interpretation of this tariff.

201 - ACCESS POLICY

Each person requesting access to ASPA facilities is advised that entering the facility is deemed valid consent to the terms of the ASPA Access Policy. The policy can be accessed on the Alabama State Port Authority website: www.asdd.com

Access to the ASPA facility will be granted in accordance with our access policy noted above; however, that access can be denied and /or revoked at the sole discretion of the Alabama State Port Authority based on improper conduct, such as but not limited to: fighting, theft, assault, or similar type offenses.

ESCORTING

In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Information regarding enrollment requirements may be obtained at <https://twicprogram.tsa.dhs.gov/TWICWebApp/>. Persons requesting access to ASPA facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to ASPA facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit. Escorts by ASPA personnel may be requested by calling 251-441-7777, and will be provided when suitable personnel are available, and at the sole discretion of ASPA, at a rate of \$40.00 per hour (or part) with a minimum charge of \$40.00. ASPA makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

202 - BERTH REGISTRATION AND APPLICATION REQUIREMENTS, ASSUMPTION AND VACATION OF

- A. **NOTICES**, the vessel's agent for any vessel loading or discharging coal at the Bulk Division Facilities shall provide to the terminal the following Notices of Arrival in writing or electronically; 7 days, 72 hours, 48 hours (**see berth application requirement**) and 24 hours prior to arrival of vessel. Any vessel that arrives without having tendered these notices will be worked after those vessels in that time frame that did provide the proper notices. The vessel's arrival time at the sea buoy will determine the vessel's position for obtaining nominated berth.

BERTH APPLICATION, the vessel's agent for any vessel loading or discharging cargo at the Bulk Division Facilities shall file a Berth Application Form with the Bulk Division Management at least 48 hours prior to the vessel arrival. The berth application can be submitted by "Online ASPA Berth Applications" or via facsimile. Any vessel that arrives without having provided the proper Berth Application as outlined above will be worked after those vessels that have properly submitted a Berth Application.

Vessels shall be ready in all respects to proceed to the loading or discharge berth assigned by the Bulk Division Management promptly upon completion of the vessel preceding it at the berth and be prepared to commence loading or discharging immediately on arrival at the berth.

- B. It is required that vessel's Master and Agent file a Notice of Arrival with the Bulk Division Facilities and the local charterer's agents certifying vessel's readiness to load or discharge in all respects, and further certifying its guarantee to pay expenses for any delays caused to the facility due to vessel's inability to

load or discharge promptly upon arrival, to maintain a continuous loading or discharge rate, and to promptly vacate the berth within (2) hours after completion.

- C. After a vessel is nominated for berth, it shall be allowed (2) hours to assume the berth position and be ready to receive or discharge cargo. (2) hours will also be allowed to vacate the berth after loading or discharge is completed.

Any delay in assuming or vacating berth in the allocated time period or failure to maintain a continuous loading or discharge performance for any reason such as pumping ballast, taking on bunkers, making repairs, weather conditions, or any problem directly attributable to the vessel, shall result in a penalty of \$1,200.00, or fraction thereof per hour, and the vessel's agent will be responsible for payment.

- D. A vessel may be required, by declaration of Bulk Division Management, in cases of berth congestion or threatened congestion or by contractual obligation on the part of the Terminals, to file with the Berth Application, an agreement to hold at Sea buoy or a nominated lay berth, shift, vacate berth or work overtime as required herein.
- E. Should any vessel not have sufficient cargo to maintain continuous loading or should any vessel develop engine trouble or become disabled at berth, Bulk Division Management may require removal of the vessel by the vessel's agent within (2) hours after notification. If vessel is not removed within (2) hours after notification of the agent by the Bulk Division Management, Bulk Division Management shall have the right to order tugs to remove the vessel and all cost involved shall accrue to the vessel's agent who shall be responsible for payment.
- F. The agent/stevedore of any vessel loading cargo at the Bulk Division Facilities shall provide Bulk Division Management with the loading diagram for the vessel (2) hours prior to the assumption of the loading berth by the vessel.

203 - CLAUSE PARAMOUNT: ULTIMATE LIABILITY FOR PAYMENT OF CHARGES

Vessel and/or owners shall be held liable for the payment of all charges incurred or guaranteed by the vessel, and owners of the cargo shall be held liable for the payment of all charges incurred by the cargo, provided that disclosure of principals to the contrary, notwithstanding application for berth made by agents of the vessel and request made by agents acting for the owners, shippers, or receivers of the cargo for performance of any service under this tariff shall constitute an agreement by said agents, as the case may be, to be held separately bound and ultimately liable for the payment of all or any part of the charges incurred or guaranteed by the vessel and/or its owners or by the cargo and/or its owners, shippers or receivers, as the case may be, for which the vessel and/or its owners, or the cargo and/or its owners are in default (30) days following departure of the vessel.

204 - COMMON CARRIERS

Common carriers by water as defined by the Shipping Act, 1916 and the Shipping Act of 1984 shall not be accepted for loading at the Bulk Division Facilities of the ASPA.

205 - CONSENT TO TERMS OF TARIFF

The use of the port facilities under the jurisdiction of the ASPA shall constitute a consent to all of the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents, or other users of such port facilities to pay all charges specified herein, and be governed by all rules and regulations set forth in this tariff.

206 - DEMURRAGE CHARGES

In no event will the ASPA Bulk Division Facilities be liable or responsible for track storage or demurrage charges which may accrue against rail cars, trucks, barges or vessels awaiting loading or unloading.

207 - DUMPING INTO WATERS

The dumping of oil, oily waste, grease, trash or other objectionable matter into the waters of the inner harbor or other navigable water is prohibited by Federal, State, City and the ASPA regulations, laws and ordinances. "Port of Mobile Harbor Regulations", obtainable from the ASPA Harbor Master shall also apply.

208 - CARGO BOOKINGS

Neither import or export cargoes will be accepted for loading or discharge without prior booking by shippers with the management of the ASPA Bulk Division Facilities, giving vessel origin or designation, estimated time of arrival of both cargo and/or vessel. Cargoes requiring long-term storage will not be accepted. All cargo must be free flowing, and the Bulk Division Management will be the sole judge.

209 - CHANGES IN REFERENCE TO ITEMS, LISTS, RULES, NOTES

Where reference is made in this tariff to an item, list, rule or note, such reference will also embrace any revision or successive issue of such item, list, rule or note.

210 - CLEARANCE AND DIMENSIONS OF RAILROAD CAR DUMPS

A. Single Railroad Car Dump (McDuffie)

The dumper is arranged to handle unit trains with swivel coupling cars within the following limits:

CARS	
Overall height above rails - Max/Min	14' 0"/10' 0"
Overall width - Max/Min	10' 8"/10' 5 3/4"
Maximum gross weight	286,000#
Length pulling face couplers	53' 1"
Length over strikers - Max/Min	50' 5-1/2"
Truck centers	40' 6"
Light weight - Max/Min	49,500#/41,900#

LOCOMOTIVES	
Gross weight	420,000#
Axles	6
Maximum height above rails	16' 1 1/2"
Maximum overall width	10' 6 1/2"

B. Tandem (double) Railroad Car Dump (McDuffie)

The dumper is arranged to handle unit trains with swivel coupling cars within the following limits:

CARS	
Overall height above rails - Max/Min	14' 0"/11' 0"
Overall width - Max/Min	10' 8"/9' 9"
Maximum gross weight	286,000#
Length-pulling face couplers	53' 1"
Length over strikers - Max/Min	50' 5-1/2"
Truck centers	40' 6"

LOCOMOTIVES	
Gross weight	420,000#
Axles	6
Maximum height above rails	16' 1 1/2"
Maximum overall width	10' 6 1/2"

211 - ENVIRONMENTAL NOTICE

The ASPA shall not be responsible nor liable for any expense or costs, or for any form of damage incurred by the owner, shipper, consignee, or agent of any cargo, or by any vessel or its owners or agents for or resulting from delay to or the non-movement of any cargo or any vessel, including but not limited to costs of rail car, motor vehicle or vessel detention charges or demurrage resulting from compliance by the ASPA with any present or future federal, state or local laws, regulations, rules, or ordinances (including without limitation all Environmental Laws).

Unidentifiable cargo residue, ditch coal and/or pond fines will be the exclusive property of ASPA. ASPA will be solely responsible for the disposition and or disposal of this product.

212 - LAWS AND REGULATIONS, INSPECTION, INSURANCE, SAFETY REGULATIONS, REPAIRS AND MAINTENANCE, DEFAULT

A. Laws and Regulations

Each person using a facility of the ASPA and/or performing any service on the property of the ASPA does hereby agree to fully and timely comply with all present and future federal, state, or local laws, regulations, rules, or ordinances (including without limitation all Environmental Laws) and to adhere to the policies of the ASPA.

B. Inspection

1. Each Person intending to use any facility of the ASPA has the affirmative duty to carefully examine such facility and the appurtenances and access thereto prior to its use and to report any damage thereto to the ASPA in writing.
2. Each person using a facility of the ASPA warrants that such person has examined and knows the condition of such facility, the appurtenances and access thereto, and that such person received such facility and appurtenances and access thereto in good order and repair.

C. Insurance

Each user of any facility of the ASPA agrees to obtain and maintain at his own cost and expense, insurance as required under the following paragraphs:

1. General Requirements

All policies of insurance must be written with companies acceptable to the ASPA.

Original certificates of insurance, which are signed by the licensed agent and which provide evidence that the required coverage's are current and in place, shall be mailed to: Alabama State Port Authority, ATTN: Risk Manager, P. O. Box 1588, Mobile, AL 36633. Failure to provide current certificates within 10 days following policy expirations may render null and void any agreements for facilities use. The ASPA reserves the right to require complete certified copies of any and all policies of insurance at any time.

Each policy of insurance shall include a provision that at least thirty (30) days' written notice will be given to ASPA before limits and scope of coverage are materially altered or insurance protection is cancelled.

The insurer shall agree to waive all rights of subrogation against the ASPA, its officers, officials, employees, volunteers and insurers for losses arising from the named insured's use of ASPA's facilities.

The facility user agrees that none of its subcontractors will be allowed to commence work on ASPA's property until (a) the subcontractor has obtained all similar applicable insurance, or (b) the facility user has provided coverage for the subcontractor.

The facility user may purchase an umbrella liability policy to provide the limits of coverage specified, so long as such umbrella provides coverage at least as broad as specified for the individual policy and the umbrella applies directly above the individual policy, without gap in limit of liability.

The facility user's insurance policies shall include endorsements providing that ASPA, its officers, officials, employees, and volunteers are to be covered as primary and non-contributory additional insured, with respect to liability arising out of its use of ASPA's facilities. Except for the proven negligence of ASPA, the coverage shall contain no special limitation on the scope of protection afforded.

The facility user's insurance coverage shall be primary insurance, regardless of policy language to the contrary. All premiums and deductibles are the responsibility of the facility user.

2. Required Coverage Types and Minimum Limits*

Commercial General Liability - \$2,000,000, combined single limit, for any one occurrence for bodily injury, including death, and property damage liability. Blanket Contractual Liability, Fire Legal Liability, Explosion/Collapse/Underground Property Damage Liability coverage's must be included, along with Terminal Operators and Stevedores Legal Liability if applicable to operations.

Pollution Liability - \$2,000,000 combined single limit, for any one occurrence, for on-site and off-site bodily injury and property damage, cleanup cost and the unloading and loading of product. (May be included as endorsement to CGL policy)

Business Automobile Liability - \$1,000,000 each accident, for bodily injury, including death, and property damage liability. Coverage must extend to "any auto."

Workers Compensation and Employers Liability - Statutory, to provide coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama Law.

Coverage as required by Federal statutes, if applicable - Including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, Railroad Federal Employers Liability Act (FELA).

*ASPA reserves the right to increase the required limits when it deems necessary due to increased exposure on the part of a facility user.

D. Safety Regulations

Each ASPA facility user, including stevedoring firms, their employees, or others, will agree to comply with the safety rules, standards, and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry, and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the ASPA while occupying any property of the ASPA.

E. Repairs and Maintenance

1. Each person using a facility of the ASPA shall not permit any undue accumulation of dunnage, trash, rubbish or other refuse; shall keep all such refuse in proper containers and periodically shall cause such refuse to be removed from the property of the ASPA, and upon completion of such use, shall return the property to the ASPA in good order and repair.
2. Each person using a facility of the ASPA shall promptly repair at such person's own expense any damage (including damage caused by overloading) to such facility and other property of the ASPA resulting in whole or in part, directly or indirectly, from the use of such facility or property caused in whole or in part by such person, or the employees (including loaned employees), agents, contractors and invitees of such person, regardless of fault.

F. Default

If a person using a facility of the ASPA fails to make any repairs, allows rubbish to accumulate, or fails to return the facility to the ASPA broom clean, the ASPA may clean up and make such repairs, and the person using the facility shall pay to the ASPA the costs incurred to make such repairs and/or clean up plus 25 percent of such costs.

213 - INDEMNIFICATION OF ASPA

A. Indemnity

1. Each person using a facility of the ASPA and each person performing any service on the property of the ASPA shall indemnify, save and hold harmless the ASPA, including its officers, employees, agents successors, and assigns, from and against any and all claims, suits, actions, damages, liabilities, penalties, judgments, costs and expenses, including without limitation reasonable attorney's fees and litigation cost and expenses, incurred or asserted in connection with loss of life, personal injury, damage to vessel, cargo or property (including property of such person using a facility or performing a service on the property of the ASPA), or any violation of any federal, state, or local law, rule, or regulation, which is caused in whole or in part by any such person using a facility or performing a service on the property of the ASPA or such person's employees (including loaned employees), agents, contractors or invitees, except that such person shall not be responsible for any damage, loss or injury occasioned by reason of the ASPA's own negligence or willful misconduct.

2. Environmental Indemnity - The indemnity provided in the preceding paragraph shall include and extend to any and all claims, suits, actions, damages, liabilities, penalties judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation expenses, incurred or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any federal or state Environmental Law (as defined herein) occurring in connection with any person's use of any facility of the ASPA or performance of any service on the property of the ASPA. As used herein, "Environmental Law" means any statute administered by, or rule or regulation promulgated by, the U.S. Environmental Protection Agency or the Alabama Department of Environmental Management, or any successor thereof.
3. Waiver of Subrogation - Each person using a facility of the ASPA and each person performing any service on the property of the ASPA waives any and all claims it may have against the ASPA for injury, loss or damage covered under any insurance policy and each such person shall cause its insurance carriers to waive any right of subrogation with respect thereto and to so notify the ASPA.
4. Exception to Liability of Steamship Agents - Nothing contained in this tariff shall be construed to impose any liability upon any steamship agent for any damage caused by a vessel to the property of ASPA.

B. Legal Expense

In case suit shall be brought by the ASPA to collect any monies due, enforce any provision, or remedy any default, under this tariff by a person using any facility of the ASPA or performing any service on the property of the ASPA and the ASPA prevail, such person shall pay all expenses incurred by the ASPA in connection with such suit, including a reasonable attorney's fee.

214 - GOVERNING PUBLICATION

Unless otherwise provided herein, this tariff is governed by the terms and conditions of ASPA. This tariff and other terms and conditions are accessible at the Port's website: www.asdd.com

215 - JURISDICTION AND RIGHTS OF ASPA

- A. Under Title 33, code of Alabama 1975, the Alabama State Docks Department, an agency of the State of Alabama, is authorized to supervise, control, manage, and direct the Alabama State Docks Department and is empowered to fix rates and charges for all services and for the use of all improvements and facilities provided by said Department. Said Department is also authorized to formulate and promulgate rules and regulations for the operation of any harbor or seaport within the State. Any persons, firm, association, or corporation violating any of the rules and regulations so established shall be subject to a fine not exceeding \$500.00 for each offense, and may also be imprisoned in the County Jail or sentenced to hard labor for the county for not less than (6) months.
- B. The ASPA Management reserves the right to refuse to handle any commodity, which in their opinion is not suitable for handling through the Bulk Division Facilities. Users are required to furnish Manufacturers Safety Data Sheet for each commodity prior to shipment.

216 - LOSS OF OR DAMAGE TO CARGO, RESPONSIBILITY FOR

ASPA will not be responsible for loss of or damage to or for delay to freight or cargo in its warehouses, transit sheds or in the open caused by or resulting from fire, flood, gutters, or downspouts, collapse of buildings, rats, mice, termites, moths, weevils or other insects, frost, rust, mold corrosion, evaporation, shrinkage, decay, contamination, discoloration, the elements, or any act of God or insufficient notification, nor will it be

responsible for any delay, loss or damage arising from insurrections, riots, commotions, or strikes, of any persons in its employ, or in the service of others, nor for any consequences arising there from, nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery, except for any such loss occasioned by reason of the ASPA's own negligence and subsequent to the expiration of any free time allowance. All cargo, while stored at any facility of the ASPA, shall remain in custody, care, and control of the shipper or its agents, and full responsibility therefore shall remain with the shipper or its agents.

217 - PAYMENT OF CHARGES, CARGO STATEMENTS REQUIRED

- A.** All charges under this tariff are due at the time the service is rendered and bills for services of the facilities are payable upon their receipt. The party requesting service of any nature will be responsible for the payment of charges assessed for such service. All steamship lines, rail, truck or barge lines, importers, exporters, shippers and their agents, using the facilities shall, within (5) days after the arrival of the vessel at berth in the case of inbound cargo, or within (5) days after the departure of the vessel from berth in the case of outbound cargo, furnish the ASPA with copies of bills of lading, freight bills, manifests, and such other information and data or documents as may be necessary to develop statistical records for the ASPA, and to insure correct assessment of charges.
- B.** All users of ASPA facilities shall be required to permit access to their files and transportation documents necessary for the purpose of audit for ascertaining correctness of reports filed and documents furnished.
- C.** The ASPA reserves the right to claim a preferential and initial lien against all cargos deposited on or upon its properties or loaded in vessels at its facilities for delinquent charges incurred for storage, transportation, demurrage, labor, insurance, and any other related expenses involving the handling of the cargo or cargos involved.

218 - RATES AND/OR SERVICES NOT OTHERWISE LISTED

Special charges or rates for handling commodities not listed in tariff and/or for rendering services or combination of several services not specifically provided for in the tariff will be furnished upon request. Contractual agreements may supersede tariff.

219 - RESPONSIBILITY FOR DELAYS

The ASPA will not be responsible for delays to vessels docked at or seeking berths at the Bulk Division Facilities regardless of the cause, nor shall the Bulk Division Facilities be responsible for any delays resulting from breakdown or failure of machinery, weather conditions, navigation, tug-shifting services, labor stoppages, strikes, stand-by time, or from any other cause whatsoever. In the event of congestion, or of the failure of vessels to arrive promptly at the berth or in the event of any condition, including the shortage of cargo, rail cars, or barges, which will prevent the starting and continuous uninterrupted discharging or loading to completion of a vessel, the management reserves the right to preferentially load or unload vessels to expedite their movement and effect the fullest possible use of the facilities. (See Item 202)

220 - TEMPORARY BERTH OR LAY BERTH (IDLE VESSELS)

Vessels awaiting berth availability at another facility of the ASPA may be assigned a temporary berth at the Bulk Division Facilities piers, provided there is sufficient space and assignment will not interfere with operations. Any vessel assigned temporary berth or lay berth must vacate the berth immediately upon receipt of request from the management of the ASPA Bulk Division Facilities. The ASPA reserves the right to refuse berth assignment (See Item 300)

221 - THIRD PARTY CHARGES BILLED TO THE ASPA

Any ancillary third party charges billed to the ASPA, i.e. equipment rental, outside services, etc. which were arranged by the ASPA for the customer's convenience and billed to the ASPA, will be invoiced at cost plus 15% markup.

222 - TUGS/BARGES PROHIBITED FROM VESSEL BERTH

Without prior approval of the management of the ASPA Bulk Division Facilities, tugs and/or barges are expressly prohibited from mooring at the berth assigned for vessels. Violation of this rule will result in immediate removal of tugs and/or barges at owner's expense.

223 - LICENSING OF STEAMSHIP AGENTS

- A.** No person, firm, corporation or other business entity may operate as, or carry on the business of a steamship agent, unless and until such person, firm, corporation or business entity has a license issued by the Alabama State Port Authority authorizing such activity.
- B.** Each company providing steamship agency services and desiring to do business on or in connection with the facilities of the Alabama State Port Authority shall file a completed Steamship Agent License Application accompanied by the necessary supporting information called for therein, along with the appropriate licensing fee, including:
 - 1.** Proof of insurance as described in Item 212, except for Pollution Liability;
 - 2.** A copy of a valid City of Mobile business license;
 - 3.** A performance bond of \$25,000.00 in favor of the ASPA; and
 - 4.** Payment of the appropriate licensing fee. Such fees shall be as follows:
 - a.** Original Application - \$500.00
 - b.** Annual Renewal - \$250.00
 - 5.** Permittee/Licensee shall maintain a local office within the boundary of Mobile Metropolitan Area, which must be staffed on a full time basis. Failure to maintain a locally staffed office will result in cancellation of this Permit. Permittee will provide the Authority a physical address, a mailing address and phone number for the local office and notify the Authority immediately of any changes.
- C.** Licenses shall be renewable annually for the period October 1st through September 30th. Requests for renewal of licenses shall be made in writing and delivered to the Manager of General Cargo/Intermodal at least (30) days' prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, September 30th. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Alabama State Port Authority.
- D.** The Alabama State Port Authority reserves the right to revoke or deny renewal of a steamship agency license previously granted as follows:
 - 1.** Failure of the licensee to adhere to the terms and conditions of the tariffs, policies, rules and regulations of the Alabama State Port Authority or other applicable federal, state or local laws and regulations.
 - 2.** Failure of the licensee to promptly discharge its financial obligations to the Alabama State Port Authority.
 - 3.** The submittal by the licensee of false or misleading information to the Alabama State Port Authority.
 - 4.** Neglect of duty, incompetence, inefficiency, or other acts detrimental to the interests of the Alabama State Port Authority or its customers.
 - 5.** Such other factors relating to the interests of the Alabama State Port Authority or its customers as the ASPA Director may deem proper.

- E.** A licensee may appeal its revocation or suspension by filing, within (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the Alabama State Port Authority. If an appeal is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the Alabama State Port Authority. In no event shall termination by the Alabama State Port Authority entitle the licensee the return of the license fee or any part thereof.
- F.** The following companies have complied with all requirements of this item, and are authorized to provide steamship agency services and do business on or in connection with the facilities of the Alabama State Port Authority:

ALBATROSS MARITIME (AKA ROSS MARITIME)

1814 ASD Blvd
Building 50, Suite 224
Mobile, AL 36601
PH: 251-432-1611
Carl Black
rossmaritime@earthlink.net

AMERICAN SHIPPING & CHARTERING

11451 Katy Freeway
Suite 250
Houston, TX 77079
(713) 600 7600 (office)
(713) 600 7601 (fax)
Contact: Ralf Knickrehm
ralf@americanshipping.com

AZTEC MARITIME AGENCY

P.O. Box 1505
Mobile, AL 36633-1505
PH: 251-432-7273
Mark Fenton
ops@aztecmaritime.com

BIEHL & COMPANY, L.P.

118 N. Royal Street
Suite 705
Mobile, AL 36602
PH: 251-432-1605
Larry McInnis
biehlmob@biehlco.com

BLUE WATER SHIPPING COMPANY

1901 Alabama State Docks Blvd.
Suite 224 , Building 50
Mobile, AL 36633
PH: 251-441-0888
mobile@bluewatershipping.com

C G RAILWAY

RSA Battle House Tower Office Bldg.
11 N. Water Street
Suite 18290
Mobile, AL 36602
PH: 251-243-9228
FAX: 251-706-6937
wildkm@intship.com

CRIMSON SHIPPING COMPANY, INC.

150 Viaduct Road
Chickasaw, AL 36611
PH: 251-457-9551
FAX: 251-457-9597
Gregg Johnson gregg.johnson@crimsonshipping.com
Ken Wear kenneth.wear@crimsonshipping.com

FILLETTE GREEN SHIPPING SERVICES

261 N. Conception Street
Mobile, AL 36603
P.O. Box 1842
Mobile AL 36633
PH: 251-375-2224
FAX: 251-423-6813
mob@fillettegreen.com

GAC SHIPPING (USA), INC.

2727 Allen Parkway
Suite 740
Houston, TX 77019
PH: 713-533-3200
FAX: 713-533-3220
Tom Nasman, President & CEO
hub.us@gacworld.com

GENERAL STEAMSHIP CORP.

118 North Royal Street, Suite 509
Mobile, AL 36602
Office #: (251) 438-5071 (24 hr)
Fax #: (251) 438-5072
Email: mobops@gensteam.com

GULF HARBOR SHIPPING, LLC

2000 Old Spanish Trail
Suite 100
Slidell, LA 70458-8604
PH: 985-661-8005
FAX: 414-921-5013
neworleans@gulpharbor.com

INCHCAPE SHIPPING SERVICES

11 N. Water Street
Suite 9290
Mobile, AL 36602
PH: 251-461-2747
Josie Mock
Iss.mobile@iss-shipping.com

PAGE & JONES INC.

52 N. Jackson Street
Mobile, AL 36602
PH: 251-432-1646
Michael Lee
mlee@pagejones.com

LBH USA

1814 ASD Blvd
Building 50, Suite 107
Mobile, AL 36601
PH: 251-694-7001
Daniel Guthrie
mobops@lbh-usa.com

LOTT SHIP AGENCY INC.

259 N. Conception Street
Mobile, AL 36603
PH: 251-433-1621
Bill Lott
operations@lottship.com

MARITIME ENDEAVORS SHIPPING COMPANY, LTD.

1901 ASD Blvd
Building 50, Suite 109
Mobile, AL 36602
PH: 251-434-9600
FAX: 251-441-7171
Jason Kernion
ops-mobile@mescltd.com

MARITIME SERVICES, LLC

6588 Pine Street
Eight Mile, AL 36613
251-675-8837 (office)
251-675-2016 (fax)
Contact: Barney or Mary Willcutt

MOBILE BAY TRANSPORTATION COMPANY d/b/a YELLOW CAB

3024 Airport Blvd
Mobile, AL 36606
251.476.7711 (office)
251.476.7726 (fax)
Contact: Amelia Easterling aeasterling@mobilebaytransportation.com
Julia Wilcox mwilcox@mobilebaytransportation.com

NORD-SUD SHIPPING, INC.

605 St. Francis Street
Mobile, AL 36602
PH: 251-431-7274
FAX: 404-348-4380
nordsudmobile@nordsudshipping.com

NORTON LILLY INTERNATIONAL

One St. Louis Centre
Suite 3002
Mobile, AL 36602
PH: 251-219-3270 or 251-219-3295
Rachel Allen
rallen@nortonlilly.com or mob-ops@nortonlilly.com

SCHENKER, INC.

301 Government Street
Mobile, AL 36602
Contact: David Ransom
Phone: (832) 914-3526

SEACLIFF AGENCIES, LLC

162 S. Lawrence Street
Mobile, AL 36602
Mailing address is:
P.O. Box 1947
Mobile, AL 36633
PH: 251-433-1196
Richie McPherson
macpherson@seacliffagency.com

SEAGULL MARINE INC.

3850 N. Causeway Blvd
Suite 1330
Metairie, LA 70002
PH: 251-443-6789
Dave Thomas
info@seagullmarine.com

SHIP SUPPLY OF FLORIDA, INC.

15065 NW 7th Avenue
Miami, FL 33168
PH: 305-681-7447
FAX: 305-769-3502
Elias Giannakopoulos, President
info@shipsup.com

SOUTHPORT AGENCIES, INC.

2700 Lake Villa Drive
Suite 180
Metairie, LA 70002
PH: 504-455-9718
Cindy Kreider
ckreider@southport-nola.com

T. PARKER HOST

261 N. Joachim St.
Mobile, AL 36603
PH: 251-433-1536
FAX: 251-433-7622
Alex May
mobileops@tparkerhost.com

WILHELMSSEN SHIPS SERVICE

9786 Timber Circle
Suite A-4
Daphne, AL 36527
PH: 251-471-2661
FAX : 251-471-2662
wss.mobile@wilhelmsen.com

224 LICENSING OF GUARD SERVICES

No person, firm, corporation or other business entity may operate as, or carry on the business of a guard service, unless and until such person, firm, corporation or business entity has a license issued by the Alabama State Port Authority authorizing such activity.

Unarmed guards used by the licensed guard service must have a valid unrestricted ASPA access badge. Armed guards used by the licensed guard service must be certified sworn police officers.

Each company providing guard services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Guard Service License Application accompanied by the necessary supporting information called for therein, including:

1. Proof of insurance as described in Item 244, except for XCU, Terminal Operators and Stevedores Legal Liability and Pollution Liability;
2. A copy of a valid City of Mobile business license; together with payment of the appropriate licensing fee. Such fees shall be as follows:
 - a. Original Application - \$500.00
 - b. Annual Renewal - \$250.00
3. Permittee/Licensee shall maintain a local office within the boundary of Mobile Metropolitan Area, which must be staffed on a full time basis. Failure to maintain a locally staffed office will result in cancellation of this Permit. Permittee will provide the Authority a physical address, a mailing address and phone number for the local office and notify the Authority immediately of any changes.

Licenses shall be renewable annually for the period October 1st through September 30th. Requests for renewal of licenses shall be made in writing and delivered to the Executive Vice President & Chief Operating Officer at least (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, September 30th. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Authority.

The Authority reserves the right to revoke or deny renewal of a guard service license, previously granted as follows:

1. Failure of the licensee to adhere to the terms and conditions of the tariffs, policies, rules and regulations of the Authority or other applicable federal, state or local laws and regulations.
2. Failure of the licensee to promptly discharge its financial obligations to the Authority.
3. The submittal by the licensee of false or misleading information to the Authority.
4. Neglect of duty, incompetence, inefficiency, or other acts detrimental to the interests of the Authority or its customers.
5. Such other factors relating to the interests of the Authority or its customers as the Director may deem proper.

A licensee may appeal its revocation or suspension by filing, within (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the Authority. If an appeal

is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the Authority. In no event shall termination by the Authority entitle the licensee to return of the license fee or any part thereof.

The following companies have complied with all requirements of this item, and are authorized to provide guard services and do business on or in connection with the facilities of the Authority:

ADMIRAL SECURITY HOLDINGS, LLC

305-D North Joachim Street
Mobile, AL 36603
(251) 725-6018
(251) 725-6020 (fax)
Local Manager: Orsola Nelson
admiralsecurity@admiralsecurity.us
onelson@admiralsecurity.us

BAY SECURITY COMPANY LLC

2122 Hand Avenue #D
Whistler, AL 36612
(251) 330-0776 (office)
(251) 330-8238 (fax)
mruffin@baysecurityhs.com

US MARITIME SECURITY, LLC

135 Hope Drive
Daphne AL 36526
(251) 459-1578
(251-626-1145 (Fax)
cwanders@usmaritimesecurity.com
Contact: Charles Anders

CPS/EAGLE MARITIME SECURITY

Gary Greenough, Area Manager
951 Government Blvd
Mobile, AL 36604
PH: 251-433-7850
FAX: 251-433-9460
CELL: 251-379-3194
Cpseagle1@yahoo.com

GLOBAL MARITIME SECURITY, INC

1411 Stonebridge Dr.
Gretna, LA 70056
(504) 392-2300 (phone)
(504) 433-9507 (fax)
Wesley@globalmaritimesecurity.com

No such company, whether currently doing business on or in connection with the facilities of the Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Guard Service License Application accompanied by the appropriate application fee has been received and approved by the Authority.

The police officers of the ASPA Police Department may be requested for use as armed guards and will be provided as available. They can be requested by contacting the Police Department at 441-7777. A 24 hour notice is requested. The charge for security guards will be (\$46.00) per hour - per guard, with a 4 hour minimum call out, and will be billed by the ASPA.

224a LICENSING OF TRANSPORTATION SERVICES

No person, firm, corporation or other business entity may operate as, or carry on the business of providing transportation services in restricted areas of the Alabama State Port Authority (ASPA), unless and until such person, firm, corporation or business entity has a license issued by the ASPA authorizing such activity.

Each company providing transportation services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Transportation Service License Application accompanied by the necessary supporting information called for therein, including:

1. Proof of insurance as described in Item 244, except for XCU, Terminal Operators and Stevedores Legal Liability and Pollution Liability;
2. A copy of a valid City of Mobile business license; together with payment of the appropriate licensing fee. Such fees shall be as follows:
 - a. Original Application - \$500.00
 - b. Annual Renewal - \$250.00
3. Permittee/Licensee shall maintain a local office within the boundary of Mobile Metropolitan Area, which must be staffed on a full time basis. Failure to maintain a locally staffed office will result in cancellation of this Permit. Permittee will provide the Authority a physical address, a mailing address and phone number for the local office and notify the Authority immediately of any changes.

Licenses shall be renewable annually for the period January 1st through December 31st. Requests for renewal of licenses shall be made in writing and delivered to the Executive Vice President & Chief Operating Officer at least (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, December 31st. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the ASPA.

The ASPA reserves the right to revoke or deny renewal of a transportation service license, previously granted as follows:

1. Failure of the licensee to adhere to the terms and conditions of the tariffs, policies, rules and regulations of the Authority or other applicable federal, state or local laws and regulations.
2. Failure of the licensee to promptly discharge its financial obligations to the Authority.
3. The submittal by the licensee of false or misleading information to the Authority.
4. Neglect of duty, incompetence, inefficiency, or other acts detrimental to the interests of the ASPA or its customers.
5. Such other factors relating to the interests of the ASPA or its customers as the Director may deem proper.

A licensee may appeal its revocation or suspension by filing, within (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the ASPA. If an appeal is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the ASPA. In no event shall termination by the ASPA entitle the licensee to return of the license fee or any part thereof.

ADMIRAL SECURITY HOLDINGS, LLC

Orsola Nelson, General Manager

305-D North Joachim Street

Mobile, AL 36603

(251) 725-6018 (office)

(251) 725-6020 (fax)

(251) 776-3291 (cell)

admiralsecurity@admiralsecurity.us

onelson@admiralsecurity.us

ALBERT'S TRANSPORTATION SERVICES, INC.

1814 ASD Blvd.

Building 50, Suite 226

Mobile, AL 36602

(251) 432-1611 (office)

(251) 432-1613 (fax)

agency@rossmaritimeusa.com

CREW CHANGE, INC.

259 N. Conception St.

Mobile, AL 36603

(251) 433-1621 (office)

(251) 433-1658 (office)

shavranek@lottship.com

DOCKSIDE TRANSPORTATION

500 Beauregard Street

Mobile, AL 36603

(251) 438-2362

cindi@dockside-services.com

PRESTIGE MARITIME LLC

182 S. Carlen Street

Mobile, AL 36606

dd@prestigemaritime.com

251-680-8833

SOUTHERN TRANSPORT LLC

9183 Azalea Run Court

Mobile, AL 36695

jcaine@southerntransportllc.net

1-800-331-6295 (office)

1-251-422-3910 (cell)

U.S. MARITIME SECURITY, LLC

118 N. Royal Street

Suite 705

Mobile, AL 36602

Contact: Charles Anders

Phone: 251-459-1578

cwanders@usmaritimesecurity.com

225 - CREDIT POLICY

1. Agents will be given a choice of how they wish to handle their payments to ASPA:

(a) They may continue to make pre-payment based on estimated Port charges, as they are doing now. The pre-payment must be received *prior to the berth of the vessel*. If they select this method of payment, the bond requirements will remain unchanged.

(b) They may elect to be billed upon completion of the vessel and will be required to make payment to ASPA within 15 days from billing date. If they select this method of payment, their bond requirements will increase to an amount to be determined by the Port Authority. The bond amount will be based on an evaluation of the agent's prior and anticipated activity.

2. A new "Credit and Security Agreement" will be required. In the agreement the agent will indicate which method of payment they wish to follow. The Agreement will be renewed on an annual basis, at which time the agent may continue to follow their same payment method or change payment method. Any change in the method of payment will change their bond requirements to conform with the Port policy. The Agreement will include a statement that, upon filing of a berth application, the agent will have been placed in funds by the owner/operator of the subject vessel to cover the anticipated Port charges in connection with that vessel. The Agreement will state that if the agent fails to make payment under the 15 day credit arrangement, that agent will immediately be placed on a cash basis for all business at ASPA bulk facilities and will be required to make pre-payment based on

estimated charges until such time to be determined by the Port Authority. The Agreement will also state that, upon failure of an agent to make payments as agreed, that agent's performance bond may be used by the Port Authority to pay any outstanding charges.

3. The Berth Application will add language at the signature portion that states..."I further certify that funds sufficient to cover anticipated Port expenses on the above named vessel have been received from the owner/operator of this vessel. "

The Authority reserves the right to post on the ASPA website the name of any party and amount owed who continues in arrears 90 days from date of issue of invoice. This information will remain on the ASPA website until account is current and then removed on the next website update.

226 – OILY WASTE/SHIPS WASTE DISPOSAL

(EFFECTIVE: February 4, 2018)

Under the provision of Annex I of the International Convention for the Prevention of Pollution from ships, known as MARPOL 73/78, and the United States Coast Guard implementing regulations, Part 158 of Title 33 of the Code of Federal Regulations (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 Alabama State Port Authority's application for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste is approved every five years and audited yearly.

Each terminal manager in charge has been furnished a personal copy of the COA available for inspection by the United States Coast Guard and other interested persons. If desiring to discharge oily waste; the vessel, her owners and agents are responsible for selecting an inspected and approved company that meets United States Coast Guard requirements for receipt of oily waste and further are responsible for making the necessary arrangements for discharging the oily waste.

The firms listed below have indicated to the Captain of the Port of Mobile that they are available for contracting their services in this regard. Their listing herein does not indicate a preferential recommendation on the part of the Alabama State Port Authority but merely reflects the company's desire to function in the above capacity and the Captain of the Port's recognition of the firm with respect to the Alabama State Port Authority's application. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33CFR 154-156).

Aaron Oil Company, Inc. 713 Bill Myles Drive, Saraland, AL 36571

PH: 251-479-1616

Liquid Environmental Solutions 1980 Avenue A Mobile, AL 36615

PH: 251-694-7500

Oil Recovery Company, Inc. of Alabama P.O. Box 1803 Mobile, AL 36633

PH: 251-690-9010

Under the provisions of Annex V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR SHIPS GARBAGE, separation of waste on board vessels is 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 or periodically." In

order to accommodate the needs of shipping and commerce through facilities of the Alabama State Port Authority, the Authority has an approved Certificate of Adequacy approved by the Captain of the Port, United States Coast Guard, for Garbage reception facilities

Regulated food waste must be handled at a facility approved by the Animal and Plant Health Inspection Service (APHIS). The firms listed below have indicated to the Captain of the Port of Mobile that they are approved by the Department of Agriculture, Animal and Plant Health Inspection Service. The listing below does not indicate a preferential recommendation on the part of the Alabama State Port Authority, but merely reflects the company's desire to function in the above capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ships waste (33 CFR Parts 151,155, and 158; 46 CFR Part 25).

Dockside Services Inc. P.O. Box 122 Mobile, AL 36633

PH: 251-438-2362

Stericycle 5715 Iron Works Rd. Theodore, AL 36582-1748

PH: 251-654-0285

McCarron Line Services, 4184 Alden Drive, Mobile, AL 33696

PH: 251-661-2105

227 – PROCEDURES FOR WELDING OR HOT WORK

(EFFECTIVE: February 4, 2018)

Coast Guard Sector Mobile has published new guidance (MSIB 01-17, May 2017) that details when a facility is required to notify the Coast Guard of hot work operations. It also explains the requirements that must be met for a facility to request and obtain a welding and hot-work permit approved by the Captain of the Port. Hot work includes welding, torch cutting or other flame or spark producing activity that may present a safety hazard, conducted at a waterfront facility or aboard vessels moored thereto. Contact the Harbormaster for a copy of that MSIB. In general, most hot work at the Alabama State Port Authority (with exception of the Liquid Bulk Terminal) does not require a specific Hot Work permit issued by the Coast Guard but does require notification to the local Coast Guard. For additional information regarding hot work permits from the Coast Guard, please contact Sector Mobile's Port Safety and Security Branch at (251) 441-5279.

Prohibited Hot Work: Facilities are prohibited from conducting welding or hot work during gas-freeing operations or within:

1. 30.5 meters (100 feet) of bulk cargo operations involving flammable/combustible material
2. 30.5 meters (100 feet) of fueling operations
3. 30.5 meters (100 feet) of explosives
4. 15.25 meters (50 feet) of other hazardous materials.

Oxygen-acetylene, electric, or any other welding or burning or other "hot work" within the Alabama State Port Authority is permitted subject to the conditions delineated herein and provided that a current permit has been authorized by the Alabama State Port Authority Police Department, which maintains daily logs. Contact Port Police Dispatch at (251) 441-7777 to obtain a permit from the Port Police.

When welding, burning or other "hot-work" is being done, positive means shall be taken to confine heat, sparks, or slag to protect immovable fire hazards. Suitable operable fire extinguishing equipment shall be in the immediate vicinity and ready for instant use. Please see the guidance in National Fire Protection Association (NFPA) 51B, "Standard for Fire Protection in Use of Cutting and Welding Processes".

Under no circumstances will permission be granted to perform "hot-work" in dangerous cargo areas, or on any vessel and/or barge berthed at the Grain Elevator. Additionally, permission will not be granted to perform "Hot-Work" in areas within 300 feet of the Grain Elevator without written approval from a Grain Elevator Operations Supervisor.

SECTION 3 - CHARGES APPLICABLE TO VESSELS

ITEMS 300 - 308

300 - DOCKAGE

- A.** Rules and regulations governing the service of dockage at ASPA Bulk Facilities wharves are as provided in ASPA General Cargo Tariff 1-E, supplements and amendments thereto or reissues thereof. General Cargo Tariff 1-E is accessible at: www.asdd.com
- B.** Dockage at ASPA Bulk Division Facilities berths will be assessed at **\$0.41** per GRT per day.
 - 1.** The time of docking will be the actual time the vessel first bumps the dock and the sailing time will be the actual time the last line is removed from the dock.
 - 2.** All dockage charges will be based on a (24) hour day.
 - 3.** Dockage charges will be computed on the basis of the GRT appearing in the Lloyds Register of Shipping Book, which shall be considered the official GRT of the vessel.

C. HARBOR FEE

All vessels including tugs and barges engaged in foreign, domestic, offshore, coastwise or inter-coastal trades entering the Port shall be assessed a harbor fee to defray the expense associated with local sponsorship of the Mobile Ship Channel and port and harbor administration as provided below:

Vessels under 350 feet LOA.....	\$ 760.05
Vessels of 350 feet LOA up to 750 feet....	\$ 1340.89
Vessels exceeding 750 feet LOA.....	\$ 1594.23

SUPPLEMENTAL HARBOR FEE, DUAL CHANNEL ACCESS:

All vessels including tugs and barges engaged in foreign, domestic, offshore, coastwise or intercoastal trades entering the Port and utilizing dual channel access of the Mobile Ship Channel and Theodore Ship Channel shall be assessed a harbor fee to defray the expenses of local sponsorship connected with both channels as well as port and harbor administration as provided below:

Vessels under 350 feet LOA.....	\$ 1235.85
Vessels of 350 feet LOA and over	\$ 1742.53

EXCEPTIONS:

Vessels entering the harbor for the sole purpose of receiving bunker fuel for consumption of said vessel will be charged one-half of the above applicable fee. Integrated tug/barge wherein the tug remains secured in place shall be charged as one unit.

The following are exempted from harbor fees:

- (a) Military warships, Coast Guard and National Oceanic & Atmospheric Agency vessels
- (b) Private noncommercial pleasure crafts
- (c) Fishing boats
- (d) Vessels, tugs and barges with operations confined to inland waterways or inter-coastal canals
- (e) Vessels operating solely in the commercial domestic service of the United States.

For the purpose of assessing the above fees the length overall (LOA) of vessels, tugs, and barges shall be the LOA shown in Lloyds Register of Shipping Book as the official LOA of the vessel or as determined by measurement of the vessel, tug or barge. Harbor fees shall be paid to the Alabama State Port Authority.

D. HARBOR PILOT / SHIFTING CHARGES

CHARGES BETWEEN ZONES

1. MAIN HARBOR (McDuffie Terminal to Cochrane Bridge)	\$ 556.13
2. MAIN HARBOR TO MOBILE/CHICKASAW	\$ 982.50
3. MOVEMENT ABOUT CHICKASAW CREEK (without passing through CSX railroad bridge)	\$ 506.70
4. MAIN HARBOR TO ABOVE COCHRANE BRIDGE	\$ 1112.27
5. MOVEMENT ABOUT TENSAW RIVER (without passing through CSX bridge) OR ABOUT MOBILE RIVER ABOVE COCHRANE BRIDGE	\$ 556.13
6. MAIN HARBOR TO BELOW MCDUFFIE TERMINAL	\$ 982.50

IN ADDITION TO THE ABOVE ZONE CHARGES THE FOLLOWING FEES SHALL APPLY

(a) Vessels from 000 feet to 499.9 feet in length	\$ 247.18
(b) Vessels from 500 feet to 599.9 feet in length	\$ 302.78
(c) Vessels from 600 feet to 699.9 feet in length	\$ 475.69
(d) Vessels from 700 feet to 799.9 feet in length	\$ 556.13
(e) Vessels from 800 feet to 899.9 feet in length	\$ 685.90
(f) Vessels over 900 feet in length	\$ 846.55
(g) Special docking (turning, stern-in)	\$ 203.93

OTHER CHARGES

(h) Cancellation within two (2) hours of scheduled shift	\$ 278.06
(i) Detention, stand-by, special services, etc. (per hour or part thereof if delay exceeds one (1) hour)	\$ 278.06
(j) Assisting pilot	Standard Pilot Rate
(k) Vessel without power and/or steering: Deep Sea Barges	Double Zone Rate + Length
Double zone rate shall not apply when vessel moved along dock in the same slip.	
(l) Putting vessel on/off dry-dock. Shifting oil rig/dry dock.	Double Zone Rate +

(m) Putting a vessel without power on/off dry dock	Length + \$ 308.97 Double Zone Rate +
(n) Shifting a vessel with a draft over 35 feet	Length + \$ 616.80 Add \$ 185.37

E. Vessels making application for lay berth status may be granted such status if approved by the management of the Facility for the berth requested. Lay berth dockage shall be assessed at 50 percent of the published dockage for the period of time lay berth is granted.

F. Barges

1. All barges to be loaded or unloaded at Bulk Division Facilities will be assessed dockage at the rate of (\$110.68) per barge.
2. Barges, other than ocean going barges, and on request of the stevedores, cleanup will be performed at a charge of (\$411.21) for tractor clean when requested.
3. When movement is direct “over the side” between vessel and barge, tugs of sufficient size must be provided on a stand-by basis for shifting of barges as well as moving of covers on covered barges.

301 - FLEETING BARGES

A. Effective January 15, 2016 a flat fleeting charge of \$61.80 per barge will be billed to the barge line.

Four-day free time will be allowed after completion of the McDuffie operations (either loading or unloading). Free time will start the next day at 7 am after completion of McDuffie loading or unloading. At the end of the four-day free time period a charge of \$206 per day or fraction thereof will be charged to the barge line. Any barge that is unloaded and then declared for loading while still in the fleet will be charged another fleeting charge of \$61.80.

B. In the event of fleet congestion any barges in the fleet beyond the four-day free time are subject to be removed. McDuffie Management shall have the right to remove or have removed those barges for the account of the barge line which previously delivered the equipment with all charges and liability involved in removal accruing to that barge line.

C. Any barge with an excess of (3) inches of water in any tank will not be allowed in the fleet.

302 - FRESH WATER

A. Rate or charge for potable water supplied to vessels will be (\$9.59) per (1,000) gallons, subject to the minimum invoice charge of (\$77.25) per vessel.

B. Hookup Fee:

1. During regular hours.....\$79.21
2. Special call out, overtime, and holidays.....\$232.99

- C. If agent/vessel representative fails to sign water ticket upon the completion of watering, then the agent/vessel agrees to accept the ASPA reading charges for the connection. Agent/vessel assumes responsibility for water meter while connected to the vessel. If meter is lost, replacement cost plus estimated water usage will be assessed based on (200) gallons per minute during time of hookup until disconnection of the vessel.
- D. If water ticket is not available for any reason, the fresh water draft survey will be used to calculate the charges for water use while at berth.
- E. Prior to requesting hookup for fresh water, the vessel will be “made ready”, i.e., hose with appropriate fittings will be available for connection to be made when ASPA personnel arrive shipside. If additional trips or standby time is necessary due to the vessel not being prepared, assessment will be cost plus (15%).

303 - HANDLING LINES

The ASPA does not perform nor have jurisdiction over the service of running lines; such service is performed by the agents of the vessel, or the stevedore handling the vessel. In the event of an emergency, upon request, lines will be handled by the ASPA at a charge of (\$1473.59) per vessel.

304 - HOLIDAYS

- A. The following days are designated as Holidays, and commence at 0700 hours:

New Year’s Day	Independence Day
Martin Luther King’s Birthday	Labor Day
Mardi Gras Day	Veteran’s Day
Easter	Thanksgiving Day
National Memorial Day	Christmas Day

When any one of the above listed holidays falls on a weekend, the day observed by the State shall be considered the holiday.

B. Vessels Working On Holidays

Vessels berthed at the ASPA Bulk Division Facilities and loading/discharging on Holidays as specified in this Item, cargo to or from barges, rail cars and/or otherwise, will be assessed an additional charge as follows: (\$4117.92) for the minimum (4) hour callout, and (\$1030.92) per hour thereafter for the expense incurred by the ASPA in rendering the Holiday service.

C. Christmas Day is designated as a NO WORK HOLIDAY. Cargo handling operations will cease at 12:00 hours on the 24th unless the vessel can complete by 15:00 the 24th in which case the Facility will endeavor to finish the vessel. Cargo handling operations will resume at 07:00 on the 26th.

305 - RESPONSIBILITY, ASSUMPTION THEREOF

The ASPA will assume no responsibility for the damage to vessel parts incurred by reason of concealed or inadequately protected fastenings, attachments, covers and parts of the ship projecting into the bulk cargo, except that upon written application, the ASPA will accept liability for damage to vessel in handling bulk commodities as a result of conditions outlined above, by assessment of a charge of (\$0.61 per) net ST on the entire cargo in addition to the regular published handling rate.

306 - STAND-BY LABOR

- A. When crews are held on stand-by for a requested service, due to delays, including the unavailability of rail cars, barges or vessel arrival, stand-by charges will be assessed at rate of (\$1017.87) per hour after the expiration of the first hour, against the party requesting the service.
- B. Should the cargo owner, or agent, vessel charterers, owner or agent, request stoppage of loading or unloading due to weather conditions, or otherwise, stand-by labor charge of (\$1017.87) per hour will be assessed against such party issuing orders for stoppage beginning at the time work ceases after receiving such orders.
- C. Stand-by labor charges will be in addition to all other applicable charges provided in tariff.

307 - TRIMMING OF CARGOES IN VESSELS

- A. The ASPA furnishes no labor required in the trimming of cargos on vessels or barges. This work is to be performed by approved stevedores at the time of loading or discharge of the vessel.
- B. When stevedores are required to trim in excess of 10% being loaded to a vessel, a charge of (\$0.49) per ST will be made by the ASPA on the entire cargo due to such trimming, and will be in addition to all other applicable charges provided in tariff.
- C. During trimming phase of vessel loading operations terminal will limit vessel to a minimum of 100 ton trimming lots.

308 - RATES AND/OR SERVICE NOT OTHERWISE LISTED

Special charges or rates for handling commodities not listed in tariff and/or for rendering services or combination of several services not specifically provided for in the tariff will be furnished upon request. Contractual agreements may supersede tariff.

Upon request and if available, the ASPA will furnish the following equipment with operator; subject to a 4-hour minimum charge:

75 Ton mobile crane: \$281.64 per hour.

11,000 Pound lull-lift: \$113.09 per hour.

8,000 Pound forklift: \$84.81.

SECTION 4 - CHARGES APPLICABLE TO CARGO

ITEMS 400 - 407

400 - COAL BLENDING

A blending or mixing charge will be assessed on coal at a rate of \$0.63 per ST. This will include blending of differing grades or lots, or the addition of flux on coal unloaded or loaded. ASPA belt scales are not certified and the shipper recognizes that all blend provisions are an approximation. ASPA will not be responsible for off specification blends.

401 - FREE TIME AND STORAGE CHARGES

All coal cargoes handled through the Bulk Division Facilities will be allowed (20) calendar-days free time. Storage charges will be assessed from the date of expiration of the primary free time period at a rate of (\$0.03) per ST per day.

EXCEPTION: Bulk Division Management may consider an extension of the primary free time period predicated upon the warranting of the shipper to perform within free time extension period. Should the shipper not perform for any reason after request for extended free time has been granted, storage charges will be retroactively assessed from the date of expiration of the primary free time period at a rate of (\$0.03) per ST per day.

402 - HANDLING FROM OR TO VESSELS, BARGES, RAIL CARS, TRUCKS, TRANSIT AREAS OR SHIPSIDE STORAGE

- A. Subject to all other provisions of this tariff, the following handling rates are applicable to bulk commodities handled through all ASPA facilities. Handling rates shown below are in cents per net ton of 2,000 lbs and include Wharfage charges.

COAL (McDuffie or BMHP)	PER NET TON
From Barge, Railcar, Truck, Transit Area or Shipline Storage to Vessel	\$6.70
From Vessel or Barge to Railcar, Truck or Transit Area to Shipline Storage	\$6.85
In addition when loading/unloading coal via floating cranes	\$3.82

COMMODITIES OTHER THAN COAL (BMHP only): Rates are available upon request.	PER NET TON
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- B. Mixing of cargo from barges to transit area or vessel may be executed with prior concurrence of ASPA management. Barge cargo involved in mixing must be accomplished within (90) minutes.

Cargoes requiring over (90) minutes for this type handling service will be assessed the stand-by labor rate for each hour or partial hour in excess of (90) minutes.

- C. Mixing of cargo from rail cars to transit or storage area or vessel may be executed with prior concurrence of ASPA management and this exercise must be accomplished within (8) hours to avoid additional assessment as specified in Item 400 of this tariff.
- D. Where the characteristics of the commodity, the location in the vessel, or the type, capacity, size or construction of the vessel or rail car are such as will in the opinion of the management, prevent satisfactory rate of handling or result in damage to the plant or vessel, the published tariff rate will not apply. A rate for handling such cargo will be quoted upon request. This applies irrespective of the type of movement.
- E. An individual cargo on one vessel requiring separation before delivery because of more than (1) owner and/or because of more than (1) lot, grade or consignment instructions shall be assessed the following charges, in addition to all other applicable charges provided in tariff:

ALL COMMODITIES	PER NET TON
Two separations -	\$1.22
Three separations -	\$1.59
Four or more separations -	\$1.59

F. Rates herein are for minimum (5,000) net tons per individual lot of cargo. Handling rates for less than (5,000) net ton lots will be quoted upon request.

G. When handling is to or from vessels with “tween” decks, rate arbitraries will be assessed against the entire cargo for delay contingency due to trimming requirements, in addition to the regular handling rate. Rates quoted upon request.

H. For the handling of part-lot cargoes, when remainder of the cargo is lifted or discharged at another gulf port or facility other than the Bulk Division Facilities by the same vessel, results in a rate of loading or discharge less than that contemplated in measure of rates and charges provided in tariff for the service of handling, handling rates and charges provided in tariff do not apply, and charges for such services will be quoted upon request in a measure deemed satisfactory by management for the rate of loading or discharge anticipated.

I. Rail crews ordered by the shipper and/or his agent but not utilized will be charged to the party requesting the service at a rate of (\$1470.10) per each (8) hour period to cover the cost of the rail crew, and an additional assessment as prescribed in Item 306 of this tariff will be made to cover the cost of stand-by labor.

J. Rail cars arriving in units of less than (50) cars will be subject to an additional assessment (\$1470.10).

403 - STEVEDORING, LOADING VESSELS

- A. Stevedoring services will be provided by those stevedores who can demonstrate that they have expertise in bulk cargo handling and who meet all other ASPA requirements as set forth in this tariff and/or the ASPA General Cargo Tariff 1-E, which can be accessed at the Port’s website: www.asdd.com (Also see ITEM 113)

- B. The ASPA may be designated by the shipper to perform stevedoring services for any vessel loadings. If, however, the shipper desires to use an outside stevedoring company, the selection will be made from the list of stevedores approved by the ASPA.
- C. Stevedoring services are not included in ASPA tariff rates.
- D. ASPA will not perform stevedoring services in connection with unloading vessels.
- E. This tariff item appears as a convenience to shippers and stevedores and is not to be construed to make ASPA liable for the acts and/or omissions of stevedores.

404 - RATES AND/OR SERVICE NOT OTHERWISE LISTED

Special charges or rates for handling commodities not listed in tariff and/or for rendering services or combination of several services not specifically provided for in tariff will be furnished upon request. Contractual agreements may supersede tariff.

405 - WHARFAGE RATE ON CARGOES NOT SUBJECT TO ITEM 403

Cargoes handled at ASPA facilities that are not subject to Item 403 shall be assessed a Wharfage Rate of (\$1.35) per net ton.

406 - SECURITY SURCHARGE – EFFECTIVE:

A security surcharge, as described in this tariff item, shall be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Alabama State Port Authority 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 vessels 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:

VESSELS and BARGES: (9.53%) of total dockage assessed per port call

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

- Break-bulk \$ 0.20 per ton
- Dry Bulk \$ 0.046 per ton
- Liquid bulk \$ 0.046 per ton
- Containers \$ 4.21 per loaded box
- Vehicles \$ 1.00 per vehicle
- Passengers \$ 1.00 per passenger

Users of Alabama State Port Authority 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 Section 222 of this tariff. Additionally, at the sole discretion of the Alabama State Port Authority, such users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

Alabama State Port Authority Berth Application

The vessel agent for any vessel loading or unloading cargo at the Alabama State Port Authority shall file a Berth Application Request Form with the individual Terminal Management at least forty eight (48) hours prior to the arrival of the vessel. Designation of Berth will be supplied by the terminal management prior to departure of the vessel from the Mobile Sea Buoy.

In requesting application for berth the vessel agent assumes responsibility for all charges assessable against the vessel and any additional charges resulting from services from the terminals where the vessel is either working or at lay berth.

In making application for berth the vessel agent indicates a desire to use Port Facilities under the Jurisdiction of the Alabama State Port Authority and Berth Application Request shall constitute a consent to all the terms and conditions of any and all applicable tariffs of the Alabama State Port Authority and evidences and agreement on the part of the vessel agent to pay all charges assessable to the vessel.

Hazardous materials accepted only at designated berths, and only if in compliance with applicable governmental regulations. All provisions of ASPA Tariff No. 1-D and the individual terminal tariffs are applicable (see item 212 Application for Berth).

VESSEL:		LINE:	
CALL LETTERS:		FLAG:	
IMO NUMBER:		ISPS CERTIFICATE NUMBER:	
LENGTH:		BEAM:	
LLOYD'S REGISTER TONNAGE:		G/T	(USE HIGHEST IF DUAL)
N/T:		:	
ETA:	ESTIMATED DRAFT:	DEPARTURE:	
	ARRIVAL:		
VESSEL WILL LOAD/DISCHARGE:		TONS:	
COMMODITY:			
VESSEL WILL LOAD/DISCHARGE:		EMPTY:	CONTAINERS
LOADED:			
STEVEDORE:			
REMARKS:			
LAST PORT:		NEXT PORT:	

In accordance with USCG 33 CFR 105.270 (b) (2), advance notification of vessel stores or bunkers delivery is required:

Initial if vessel will receive: Stores _____ Bunkers _____

Initial if vessel will change crew: Yes _____ No _____

I hereby request berthing for the above listed vessel and have provided the required information herein. I further agree, as the agent or authorized representative for the agent requesting berth, to accept responsibility for all charges assessed against the vessel and any additional charges resulting from requests for service from the Terminal or Terminals at which the vessel is either working or at lay berth.

BERTH	
VESSEL AGENT:	REQUESTED:
BY:	
	DATE: