



**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**

**ISSUED: October 1<sup>st</sup>, 2003**

**EFFECTIVE: October 1, 2008**

**ISSUED BY: Smitty Thorne  
Executive Vice President & COO  
Alabama State Docks  
PO Box 1588  
Mobile, AL 36633**

**APPROVED BY: James K. Lyons  
Director & CEO  
Alabama State Docks  
PO Box 1588  
Mobile, AL 36633**

**Supersedes Previous Tariffs For Bulk Division Facilities**

**BULK DIVISION TARIFF NO. 2**

## **TABLE OF CONTENTS**

### **SECTION 1 - ITEM DEFINITIONS & EXPLANATIONS**

#### **ITEMS 100 - 123**

**100 - BACK STORAGE AREAS**

**101 - BERTH**

**102 - DOCKAGE**

**103 - ENVIRONMENT**

**104 - ENVIRONMENTAL CONDITION**

**105 - ENVIRONMENTAL LAW**

**106 - FACILITIES**

**107 - FREE TIME**

**108 - HANDLING**

**109 - HAZARDOUS MATERIAL**

**110 - OVERTIME**

**111 - PERSON**

**112 - SHIPSIDE STORAGE**

**113 - STEVEDORING**

**114 - STORAGE PERIOD**

**115 - STRAIGHT TIME**

**116 - TON**

**117 - TRANSIT PERIOD**

**118 - TRIMMING**

**119 - VESSEL**

**120 - WHARF**

**121 - WHARFAGE**

**122 - EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

### **SECTION 2 - RULES & REGULATIONS**

**ITEMS 200 - 224**

**200 - APPLICATION AND INTERPRETATION OF TARIFF**

**201 - ACCESS POLICY**

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

**203 - CLAUSE PARAMOUNT - ULTIMATE LIABILITY FOR PAYMENT OF CHARGES**

**204 - COMMON CARRIERS**

**205 - CONSENT TO TERMS OF TARIFF**

**206 - DEMURRAGE CHARGES**

**207 - DUMPING INTO WATERS**

**208 - CARGO BOOKINGS**

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

**210 - CLEARANCE AND DIMENSIONS OF RAILROAD CAR DUMPS**

**211 - ENVIRONMENTAL NOTICE**

**212 - LAWS AND REGULATIONS, INSPECTION, INSURANCE, SAFETY REGULATIONS**

**213 - INDEMNIFICATION OF ASPA**

**214 - GOVERNING PUBLICATION**

**215 - JURISDICTION AND RIGHTS OF ASPA**

**216 - LOSS OF OR DAMAGE TO CARGO, RESPONSIBILITY FOR**

**217 - PAYMENT OF CHARGES, CARGO STATEMENTS REQUIRED**

**218 - RATES AND/OR SERVICES NOT OTHERWISE LISTED**

**219 - RESPONSIBILITY FOR DELAYS**

**220 - TEMPORARY BERTH OR LAY BERTH (IDLE VESSELS)**

**221 - THIRD PARTY CHARGES BILLED TO THE ASPA**

**222 - TUGS/BARGES PROHIBITED FROM VESSEL BERTH**

**223 - LICENSING OF STEAMSHIP AGENTS**

**224 - LICENSING OF GUARD SERVICE**

**225 - CREDIT POLICY**

**SECTION 3 - CHARGES APPLICABLE TO VESSELS**

**ITEMS 300 - 309**

**300 - DOCKAGE**

**301 - FLEETING BARGES**

**302 - FRESH WATER**

**303 - HANDLING LINES**

**304 - HOLIDAYS**

**305 - RESPONSIBILITY, ASSUMPTION THEREOF**

**306 - STAND-BY LABOR**

**307 - TRIMMING OF CARGOES IN VESSELS OR STORAGE**

**308 - VESSELS WORKING OVERTIME**

**309 - RATES AND/OR SERVICE NOT OTHERWISE LISTED**

**SECTION 4 - CHARGES APPLICABLE TO CARGO**

**ITEMS 400 - 407**

**400 - COAL BLENDING**

**401 - FREE TIME AND STORAGE CHARGES**

**402 - TRANSIT AREA (BMHP)**

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

**404 - STEVEDORING, LOADING VESSELS**

**405 - OVERTIME SERVICE**

**406 - RATES AND/OR SERVICE NOT OTHERWISE LISTED**

**407 - WHARFAGE RATE ON CARGOES NOT SUBJECT TO ITEM 403**

**SECTION 5 - BERTH APPLICATION**

**ITEM 500 - BERTH APPLICATION**

**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"); 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; 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, 308 and 405)

### **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 twenty (20) days.

#### **118 - TRIMMING**

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

#### **119 - VESSEL**

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](http://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 Manager of the Facility 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.

For vessels to have berth application approved, the commodity to be handled to vessel must be within a five (5) mile radius of the Bulk Divisions Facilities. If product is not in the area defined, vessel will not be allowed to schedule berth except at ASPA management's discretion.

Vessels shall be ready in all respects to proceed to the loading or discharge berth assigned by the Manager of the Facility 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 two (2) hours after completion.
- C.** After a vessel is nominated for berth, it shall be allowed two (2) hours to assume the berth position and be ready to receive or discharge cargo. Two (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 one thousand two hundred dollars (\$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 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, the Manager of the Bulk Division Facilities may require removal of the vessel by the vessel's agent within two (2) hours after notification. If vessel is not removed with two (2) hours after notification to the agent by the Manager of the Bulk Division Facilities, the Manager 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 the Facility Manager with the loading diagram for the vessel two (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 thirty (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 Manager of the Bulk Division Facilities 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 and random cars within the following limits:

<b>CARS</b>	<b>RANDOM</b>	<b>SWIVEL</b>
Overall height above rails - Max/Min	14' 0"/10' 0"	
Overall width - Max/Min	10' 8"/10' 5 3/4"	
Maximum gross weight	267,800#	
Length pulling face couplers - Max/Min	53' 0"/36' 7"	
Length over strikers - Max/Min	50' 5"/34' 10"	11' 1/2"
Truck centers	39' 6"/24' 0"	42' 0"
Truck wheelbase - Max/Min	5' 10"/5' 6"	5' 10"
Nominal capacity - Max/Min	100T/50T	100 Tons
Light weight - Max/Min	59,500#/412,000#	63,000#

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

The dumper is arranged to handle unit trains and random cars within the following limits:

<b>CARS</b>	<b>RANDOM</b>
Overall height above rails - Max/Min	13' 0"/11' 0"
Overall width - Max/Min	10' 8"/9' 9"
Maximum gross weight	267,800#
Length-pulling face couplers - Max/Min	57' 1/2"/36' 6"
Length over strikers - Max/Min	52' 7"/33' 11"
Truck centers	39' 6"/24' 0"
Truck wheel base - Max/Min	5' 10"/5' 6"
Nominal capacity - Max/Min	100 Tons/50 Tons

<b>LOCOMOTIVES</b>	
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).

## **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](http://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 six (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 five (5) days after the arrival of the vessel at berth in the case of inbound cargo, or within five (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 10% 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
- C. Licenses shall be renewable annually for the period October 1<sup>st</sup> through September 30<sup>th</sup>. Requests for renewal of licenses shall be made in writing and delivered to the Manager of General Cargo/Intermodal at least thirty (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 30<sup>th</sup>. 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 ten (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:

**AZTEC MARITIME AGENCY**

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

[ops@aztecmaritime.com](mailto:ops@aztecmaritime.com)

**BIEHL & COMPANY, L.P.**

107 St. Francis Street  
Suite 2112  
Mobile, AL 36602  
PH: 251-432-1605  
Larry McInnis

[biehlmob@biehlco.com](mailto:biehlmob@biehlco.com)

**BULK SHIPPING COMPANY**

107 St. Francis Street  
Suite 2112  
Mobile, AL 36601-0088  
PH: 251-433-1585

Thomas Murray  
[mursteve@zebra.net](mailto:mursteve@zebra.net)

**C G RAILWAY**

RSA Battle House Tower Office Bldg.  
11 North Water Street  
Suite 18290

Mobile, AL 36602  
PH: 251-243-9228  
FAX: 251-706-6937

[wildkm@intship.com](mailto:wildkm@intship.com)

**CELTIC INTERNATIONAL SHIPPING AGENCY  
L.L.C.**

1814 ASD Blvd.  
Building 50, Suite 107  
Mobile, AL 36601  
PH: 251-694-7001  
Tim Ford

[ops@celtic-international.com](mailto:ops@celtic-international.com)

**FILLETTE GREEN SHIPPING SERVICES**

107 St. Francis Street  
Suite 1808  
Mobile, AL 36602  
PH: 251-438-5372  
Mike Hackmeyer

[mob@fillettegreen.com](mailto: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](mailto:hub.us@gacworld.com)

**GENERAL STEAMSHIP CORPORATION**

575 Redwood Highway  
Suite 200  
Mill Valley, CA 94941  
PH: 251-438-5071  
John Kirkpatrick Jr.

**CRIMSON SHIPPING COMPANY, INC.**

150 Viaduct Road  
Chickasaw, AL 36611  
Ken Wear

[Kenneth.wear@crimsonshipping.com](mailto:Kenneth.wear@crimsonshipping.com)

**NSA AGENCIES INC**

261 N. Joachim Street  
Mobile, AL 36603  
PH: 251-433-1536  
Ted Lee

[naviosmb@bellsouth.net](mailto:naviosmb@bellsouth.net)

**NORD-SUD SHIPPING, INC**

1940 Jefferson Hwy  
Lutcher, LA 70071  
PH: 225-869-7450

Jeffrey Berthelot

[nordsudnola@nordsudshipping.com](mailto:nordsudnola@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](mailto:rallen@nortonlilly.com) or [mob-ops@nortonlilly.com](mailto:mob-ops@nortonlilly.com)

**PAGE & JONES INC**

52 N. Jackson Street  
Mobile, AL 36602  
PH: 251-432-1646

Michael Lee

[mlee@pagejones.com](mailto:mlee@pagejones.com)

**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](mailto:macpherson@seacliffagency.com)

**SEAGULL MARINE INC**

32 East Airline Drive  
Kenner, LA 70062  
PH: 251-443-6789

Dave Thomas

[info@seagullmarine.com](mailto:info@seagullmarine.com)

**SHIP SUPPLY OF FLORIDA, INC**

15065 NW 7<sup>th</sup> Avenue  
Miami, FL 33168  
PH: 305-681-7447  
FAX: 305-769-3502

Elias Giannakopoulos, President  
[info@shipsup.com](mailto:info@shipsup.com)

**SOUTHPORT AGENCIES, INC**

2700 Lake Villa Drive, Suite 180

[ops@mob.gensteam.com](mailto:ops@mob.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](mailto:neworleans@gulpharbor.com)

**INCHCAPE SHIPPING SERVICES**

118 N. Royal Street

Suite 400

Mobile, AL 36602

PH: 251-461-2747

Josie Mock

[iss.mobile@iss-shipping.com](mailto:iss.mobile@iss-shipping.com)

**LOTT SHIP AGENCY INC**

259 N. Conception Street

Mobile, AL 36603

PH: 251-433-1621

Bill Lott

[operations@lottship.com](mailto:operations@lottship.com)

Metairie, LA 70002

PH: 504-455-9718

Cindy Kreider

[ckreider@southport-nola.com](mailto:ckreider@southport-nola.com)

**STAR SHIPPING INC**

1100B Dauphin Street

Mobile, AL 36604-2512

PH: 251-433-3800

Ray Zielke

[ray.zielke@starshipping.com](mailto:ray.zielke@starshipping.com)

**TRANSMARINE ALABAMA INC**

105 N. Conception Street

Suite 100

Mobile, AL 36602

PH: 251-432-8486

Luis Sanchez-Navarro

[tma@tramarco.com](mailto:tma@tramarco.com)

**WIHELMSSEN SHIPS SERVICE**

107 St. Francis Street

Suite 1804

Mobile, AL 36602

PH: 251-433-3459

FAX: 251-433-5293

Alec May

[wss.mobile.shipsagency@wilhelmsen.com](mailto:wss.mobile.shipsagency@wilhelmsen.com)

## **224 LICENSING OF GUARD SERVICES**

(EFFECTIVE: October 1, 2006)

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:

Original Application Annual Renewal

\$500.00 \$250.00

Licenses shall be renewable annually for the period October 1<sup>st</sup> through September 30<sup>th</sup>. Requests for renewal of licenses shall be made in writing and delivered to the Executive Vice President & Chief Operating Officer at least thirty (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 30<sup>th</sup>. 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 ten (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:

## **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](mailto:cpseagle1@yahoo.com)

- G.** Effective January 1, 2003, 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.

### **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.**

**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](http://www.asdd.com)
- B. Dockage at ASPA Bulk Division Facilities berths will be assessed at twenty nine cents (\$0.29) 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 twenty-four (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.
  - 4. Bulk Capacity Supplemental Dockage Surcharge: A surcharge, subject to change, not to exceed \$.26 per short ton will be assessed against all tons handled for the vessel and billed to the vessel.

**C. HARBOR FEE (EFFECTIVE: October 1, 2007)**

All vessels including tugs and barges engaged in foreign, domestic, offshore, coastwise or intercoastal 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.....	\$565.00
Vessels of 350 feet LOA up to 750 feet....	\$985.00
Vessels exceeding 750 feet LOA.....	\$1,165.00

**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.....	\$900.00
Vessels of 350 feet LOA and over .....	\$1,285.00

**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 intercoastal canals
- (d) 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**

(EFFECTIVE: October 1, 2008)

CHARGES BETWEEN ZONES

- 1. MAIN HARBOR (McDuffie Terminal to Cochrane Bridge) \$450.00
- 2. MAIN HARBOR TO MOBILE/CHICKASAW \$795.00
- 3. MOVEMENT ABOUT CHICKASAW CREEK (without passing through CSX railroad bridge) \$410.00
- 4. MAIN HARBOR TO ABOVE COCHRANE BRIDGE \$900.00
- 5. MOVEMENT ABOUT TENSAW RIVER (without passing through CSX bridge) OR ABOUT MOBILE RIVER ABOVE COCHRANE BRIDGE \$450.00
- 6. MAIN HARBOR TO BELOW MCDUFFIE TERMINAL \$795.00

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

- (a) Vessels from 000 feet to 499.9 feet in length \$200.00
- (b) Vessels from 500 feet to 599.9 feet in length \$245.00
- (c) Vessels from 600 feet to 699.9 feet in length \$385.00
- (d) Vessels from 700 feet to 799.9 feet in length \$450.00
- (e) Vessels from 800 feet to 899.9 feet in length \$555.00
- (f) Vessels over 900 feet in length \$685.00
- (g) Special docking (turning, stern-in) \$165.00

OTHER CHARGES

- (h) Cancellation within two (2) hours of scheduled shift \$225.00
- (i) Detention, stand-by, special services, etc. (per hour or part thereof if delay exceeds one (1) hour) \$225.00
- (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 + Length + \$250.00
- (m) Putting a vessel without power on/off dry dock Double Zone Rate + Length + \$500.00
- (n) Shifting a vessel with a draft over 35 feet Add \$150.00

- 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 ninety dollars (\$90.00) per barge.
2. Covered barges with removable covers will be assessed a charge of eight hundred twenty five dollars (\$825.00) per barge for removing and/or installing covers.
3. Barges, other than ocean going barges, and on request of the stevedores, cleanup will be performed at a charge of three hundred fifty three dollars (\$353.00) for tractor clean and eight hundred twenty five dollars (\$825.00) for broom clean.
4. 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. Barges to be Unloaded**

1. Loaded barges placed in any Bulk Facility Fleeting area for unloading will incur no fleeting charges. Following unloading, empty barges in the Fleeting area commencing at the first 0700 hours after being placed in the empty fleet. A charge of forty four dollars (\$44.00) per barge per day will be assessed. If allowed to remain after three (3) days the applicable fleeting charge will be one hundred eighty two dollars (\$182.00) per day for the next five (5) days then (\$242.00) per day thereafter.
2. Should empty barges be held in the fleeting area in excess of (3) days (72 hours), the management of Bulk Division Facilities 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.

**B. Barges to be Loaded**

1. Empty barges placed in the Bulk Facility Fleeting area for loading will incur no fleeting charges. Following loading, loaded barges in the Fleeting area commencing at the first 0700 hours after being placed in the loaded fleet. A charge of forty four dollars (\$44.00) per barge per day will be assessed.
2. Should loaded barges be held in the fleeting area in excess of three (3) days (72 hours), the management of Bulk Division Facilities 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 three (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 eight dollars and twenty-five cents (\$8.25) per one thousand (1,000) gallons, subject to the minimum invoice charge of eighty-three dollars (\$83.00) per vessel.

**B. Hookup Fee:**

- 1. During regular hours.....\$68.00
  - 2. Special call out, overtime, and holidays.....\$200.00
- 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 fifteen percent (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 one thousand two hundred sixty-five dollars \$1,265.00 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

**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: Three thousand five hundred thirty five dollars \$3,535.00 for the minimum four (4) hour callout, and eight hundred eighty five dollars \$885.00 per hour thereafter for the expense incurred by the ASPA in rendering the Holiday service.

**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 fifty five cents \$0.55 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 nine hundred dollars \$900.00 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 nine hundred dollars \$900.00 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 OR STORAGE**

- A. The ASPA furnishes no labor required in the trimming of cargoes 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 forty four cents \$0.44 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.

### **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.

## **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 fifty five cents \$0.55 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 twenty (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 three cents \$0.03 per ST per day.

**EXCEPTION:** The 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 three cents \$0.03 per ST per day.

#### **402 - TRANSIT AREA (BMHP)**

- A. The transit area is available on a limited basis upon request. The facility has space available only for the assembling of cargoes for immediate shipment with a very limited space being reserved for “shut-out” cargoes. At the discretion of Management, cargo left in the transit area exceeding twenty (20) days may be ordered removed from the premises.
- B. Storage charges shall be assessed on the tonnage in the transit area based on the weights of the inbound vessels, barges, rail cars and trucks furnished by the cargo agent and/or shipper prior to unloading. The tonnage deducted from the storage area after the loading of a vessel shall be the difference between the sum of the rail car, truck weights and barge weights, which were loaded directly to the vessel subtracted from the total draft survey. The balance after this deduction shall be considered the correct tonnage in the transit area and storage charges shall accrue accordingly.

**403 - 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.

<b>COAL (McDuffie or BMHP)</b>	<b>PER NET TON</b>
<b>From Barge, Railcar, Truck, Transit Area or Shipside Storage to Vessel</b>	\$4.13
<b>From Vessel or Barge to Railcar, Truck or Transit Area to Shipside Storage</b>	\$4.28
<b>In addition when loading/unloading coal via floating cranes</b>	\$0.63

<b>COMMODITIES OTHER THAN COAL (BMHP only): Rates are available upon request.</b>	<b>PER NET TON</b>
---	--------------------

- 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 ninety (90) minutes. Cargoes requiring over ninety (90) minutes for this type handling service will be assessed the stand-by labor rate for each hour or partial hour in excess of ninety (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 eight (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. Handling charges on any commodity when located within tank space of vessels or barges will be quoted upon request.
- F. Rates published for handling is applicable on ores or other bulk commodities with lumps or size less than 0 x 8” and the minimum of 30% of fines, and ores or other commodities which are not wet or sticky to

extent they cannot be handled over the belt system. Rates for handling ores or other bulk commodities of size 0 x 8” or over, or wet and sticky must produce minimum gross revenue to the Bulk Division Facility of one thousand two hundred sixty five dollars \$1,265.00 per operating hour, and if not, said minimum of one thousand two hundred sixty five dollars \$1,265.00 per operating hour will be applied.

- G. An individual cargo on one vessel requiring separation before delivery because of more than one (1) owner and/or because of more than one (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 -	\$1.12
Three separations -	\$1.45
Four or more separations -	\$1.45

- H. Rates herein are for minimum five thousand (5,000) net tons per individual lot of cargo. Handling rates for less than five thousand (5,000) net ton lots will be quoted upon request.
- I. 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.
- J. 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.
- K. 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 one thousand two hundred sixty two dollars \$1,262.00 per each eight (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.
- L. Rail cars arriving in units of less than fifty (50) cars will be subject to an additional assessment of one thousand two hundred sixty two dollars \$1,262.00

**404 - 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](http://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.

**405 - OVERTIME SERVICE**

Straight-time work hours are from 7:00 A.M. to 4:00 P.M. Mondays through Sundays, except when holidays intervene.

Work performed on request from 4:00 P.M. to 7:00 A.M. any day is overtime and will be charged for at the rate of one hundred forty dollars \$140.00 per hour, in addition to all other applicable charges in connection with services performed.

**406 - 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.

**407 - 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 one dollar and twenty cents \$1.20 per net ton.

**408 - SECURITY SURCHARGE – EFFECTIVE: January 1, 2005**

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:** Six percent (6.0%) of total dockage assessed per port call

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

- Break-bulk \$ .13 per ton
- Bulk \$ .0275 per ton
- Liquid bulk \$ .0275 per ton
- Containers \$ 2.60 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 Seabouy.

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).

S/S

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

VESSEL AGENT:	BERTH REQUESTED:
BY:	DATE: