

Port of Houston Authority

Tariff No. 15

November 5, 2024

Additional Rates, Rules, and Regulations Governing the Bayport Container Terminal

EXECUTIVE OFFICES:

111 East Loop North – Houston, Texas 77029 USA
P. O. Box 2562 – Houston, Texas 77252-2562
Phone (713) 670-2400 – Fax (713) 670-2564

Bayport Container Terminal
12619 Port Road
Pasadena, Texas 77586
Phone (281) 291-6000
Fax (281) 291-6007

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Section One: Definitions and Abbreviations

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Note: The definitions included in Section One will also apply to Port of Houston Tariffs Nos. 8, 14, and 18 unless specifically described differently in those tariffs.

SUBRULE NO. 001	Original
<u>Agent or Vessel Agent</u>	Any party who acts on behalf of another party, including but not limited to, the party who submits the application to the PHA for a Vessel's berth.
SUBRULE NO. 002	Original
<u>Baplie</u>	An electronic data message used to transmit information about cargo on a Vessel, including all occupied places on board the Vessel, between transportation entities such as agents, ship masters, and marine terminal operators.
SUBRULE NO. 003	Original
<u>Berth</u>	The water area at the edge of a wharf, including mooring facilities, used by a Vessel while docked.
SUBRULE NO. 004	Original
<u>Bonded Storage</u>	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.
SUBRULE NO. 005	Original
<u>Checking</u>	The service of counting and checking cargo against appropriate documents for the account of the cargo or the Vessel, or other person requesting same.
SUBRULE NO. 006	Original
<u>Container</u>	A standard (I.S.O.) seagoing container 20 feet in length or over.
SUBRULE NO. 007	Original
<u>Container Freight Station</u>	The facility where stuffing and/or stripping of containers is performed as well as loading and/or unloading rail cars and trucks.
SUBRULE NO. 008	Original
<u>Container Yard</u>	Any area where wheeled, loaded or empty containers are stored on Terminal.
SUBRULE NO. 009	Original
<u>Day</u>	A consecutive 24-hour period or fraction thereof
SUBRULE NO. 010	Original
<u>Dockage</u>	A charge assessed against a Vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a Vessel so berthed.
SUBRULE NO. 011	Original
<u>Empty Container Handling Charge</u>	The charge for services performed in connection with handling empty containers to/from a road truck or stevedore truck to/from a single point of rest.

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SUBRULE NO. 012	Original
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<u>Free Time</u>	The specified period, during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the Vessel.
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SUBRULE NO. 013	Original
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<u>Gate Charge</u>	The charge for services performed in connection with inspection and interchange of any empty container in or out of Port Authority truck processing gates. The charge is applicable whether empty containers move to/from the Port Authority's container yard or private container yards.
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SUBRULE NO. 014	Original
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<u>Gross Registered Tonnage</u>	Tonnage of the Vessel as shown in Lloyd's Register of Shipping; however, the Port Authority reserves the right to measure any Vessel where deemed necessary and to use such measurement as the basis of the charge.
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SUBRULE NO. 015	Original
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<u>Handling</u>	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
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SUBRULE NO. 016	Original
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<u>ILA Holidays</u>	As applied within this tariff, the term "ILA Holidays" includes the following named days. New Year's Day Martin Luther King Day Presidents Day Texas Independence Day Good Friday Memorial Day Emancipation Day Independence Day Labor Day Veterans Day Thanksgiving Day Christmas Day
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SUBRULE NO. 017	Original
<u>Individual Steamship Line</u>	An individual steamship line has all of the following attributes: (a) it operates through one agency in the Port of Houston; (b) it has one billing address; (c) it has control of cargoes whose volumes are said to qualify for discounts; (d) it has an unified administration and management, and (e) it is not created through slot charters, joint services or Vessel sharing agreements.
SUBRULE NO. 018	Original
<u>Liner Service</u>	Vessels making regularly scheduled calls for the receipt and delivery of cargo and passengers at this port.
SUBRULE NO. 019	Original
<u>Loading and Unloading</u>	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.
SUBRULE NO. 020	Original
<u>Marginal Tracks</u>	Railroad tracks on the wharf apron within reach of ship's tackle.
SUBRULE NO. 021	Original
<u>Overtime</u>	Work performed on applicable PHA or ILA Holidays and during any hours other than straight time hours of 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. on Monday through Friday.
SUBRULE NO. 022	Original
<u>Pallet</u>	The term "pallet" when applicable in this tariff in connection with unit loads means expendable pallets constructed in such a manner to permit normal handling with fork-lift trucks and without damage to the cargo.
SUBRULE NO. 023	Original
<u>PHA Holidays</u>	As applied within this tariff, the term "PHA Holidays" includes the following named days. New Year's Day Martin Luther King Day Presidents Day Good Friday Memorial Day Juneteenth Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Eve Day Christmas Day

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SUBRULE NO. 024 **Original**

Point of Rest The areas of the terminal facility which are assigned for (1) the tender of delivery to the consignee of inbound cargo after delivery from the Vessel and (2) the receipt of outbound cargo from the shipper prior to loading on the Vessel.

SUBRULE NO. 025 **Original**

Port of Houston Authority The Port of Houston Authority of Harris County, Texas is a political subdivision of the State of Texas and a body politic. The terms Port of Houston Authority, Port Authority, Port of Houston, PHA and Port are synonymous with the Port of Houston Authority of Harris County, Texas.

SUBRULE NO. 026 **Original**

Ramp Point The term "Ramp Point" used in this tariff refers to the designated area within the Terminal where loaded or empty containers can be unloaded or loaded by the rail carriers or their agents from the rail flat-car and accomplish physical exchange with the railroad on the one hand and the steamship line or his authorized agent on the other.

SUBRULE NO. 027 **Original**

Rehandle Handling a container after its first point of rest, including, without limitation, transfers, swings, and fumigations.

SUBRULE NO. 028 **Original**

Rubber Tired Gantry (RTG) Crane Common term name of wheel mounted yard crane equipment for use in loading and unloading containers to or from the point of rest in the Container Yard.

SUBRULE NO. 029 **Original**

Shed and/or Wharf Use Hire A charge assessed against a Vessel for loading or discharging cargo, and utilizing either (1) a wharf shed or shed, and/or (2) the wharf for the assembly or distribution of 100 tons or more of such cargo.

SUBRULE NO. 030 **Original**

Shipside The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

SUBRULE NO. 031 **Original**

Storage Inbound or outbound cargo which remains on any part of the Terminal after the expiration of free time, whether or not specific arrangements with the Port Authority have been made, shall be considered cargo in Storage, including, without limitation cargo on the wharves, shipside, closed or covered, open or ground, bonded, or in refrigerated facilities.

SUBRULE NO. 032 **Original**

Straight Time Wage scale applicable to work performance during the hours:

8:00 AM to 12:00 Noon
1:00 PM to 5:00 PM

Except: Saturdays, Sundays and applicable PHA or ILA Holidays.

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SUBRULE NO. 033	Original
<u>Swings</u>	The service of taking a container off a chassis and putting it onto another chassis.
SUBRULE NO. 034	Original
<u>Terminal</u>	The Port of Houston Authority's Bayport Container Terminal.
SUBRULE NO. 035	Original
<u>Through Container</u>	A container that arrives at the terminal without landing in the Container Yard.
SUBRULE NO. 036	Original
<u>Throughput Charge</u>	The charge for services performed in connection with both export and import containers, including (for both) inspection and interchange of container and chassis, and for export containers, tender to point of rest (either grounded or on wheels), and subsequent placement to stevedore's chassis of grounded containers, and, for import containers, receipt of same from stevedore, removal from chassis to ground position, and subsequent rehandling to chassis.
SUBRULE NO. 037	Original
<u>Ton</u>	A unit of weight of 2,000 pounds or, for commodities designated as weight or measure, one (1) cubic meter, whichever tonnage value produces the greater revenue for commodities rated as weight or measure commodities.
SUBRULE NO. 038	Original
<u>Traffic</u>	<ol style="list-style-type: none">1. Intracoastal Traffic: All traffic among or between interior points served by canals and rivers and such points or ports and any other point or port in the United States.2. Coastwise Traffic: All traffic between ports on the same coast of the United States.3. Intercoastal Traffic: All traffic between ports on different coasts of the United States.4. Import Traffic: All traffic moving from ports outside the United States to the Port of Houston.5. Export Traffic: All traffic moving from the Port of Houston to ports outside the United States.
SUBRULE NO. 039	Original
<u>Transshipped Cargo</u>	Cargo landed from a Vessel and reloaded on a Vessel without being removed from the wharves.
SUBRULE NO. 040	Original
<u>Unitized</u>	The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed or conditioned to permit free access of fork-lift tines, so as not to require additional labor in handling.

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SUBRULE NO. 041	Original
<u>User</u>	A User of the facilities or waterways covered by this tariff shall include, without limitation (1) parties or entities such as any Vessel, Vessel Operator, rail carrier, lighter operator, trucker, shipper or consignee, freight handler, stevedore or other person owning or having custody of cargo moving over the facilities or waterways of the Port of Houston Authority, or who use or trespass upon any of the Port of Houston waterways, properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done or made available by or on the waterways, properties or facilities of the Port of Houston Authority and (2) the agents, servants, representatives, and/or employees of said parties.
SUBRULE NO. 042	Original
<u>Vessel</u>	Every description of water craft or other artificial contrivance, whether self-propelled or non-self-propelled, used or capable of being used, as a means of transportation on water, and shall include in its meaning the owner, disponent owner, and/or charterer thereof.
SUBRULE NO. 043	Original
<u>Vessel Operator</u>	The party identified as the applicant in the Berth Application and Acceptance of <i>Financial Responsibility submitted on behalf of a Vessel to the Port of Houston Authority.</i>
SUBRULE NO. 044	Original
<u>Waterways</u>	Those waterways subject to the jurisdiction of the Port of Houston Authority as currently defined in Subrule No. 054 of this Tariff No. 15.
SUBRULE NO. 045	Original
<u>Wharf</u>	Any wharf, pier, quay, landing, or other stationary structure to which a Vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which Vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.
SUBRULE NO. 046	Original
<u>Wharfage</u>	A charge assessed against the cargo or Vessel on all cargo, empty containers, and bunker fuel passing or conveyed over, onto, or under wharves or between Vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

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Section One: Definitions and Abbreviations

SUBRULE NO. 047	Original
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<u>Wharf Crane</u>	Common term name of rail mounted crane equipment for use in loading and unloading operation of Vessel.
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SUBRULE NO. 048	Original
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<u>Wharf Demurrage</u>	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage.
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SUBRULE NO. 049	Original
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<u>Abbreviations</u>	<ul style="list-style-type: none"> ¢ - Cents \$ - Dollar % - Percent (A) - Addition (C) - Change in wording which results in neither increase nor reduction (I) - Increase (N) - New Item (R) - Reduction Cont'd - Continued Cu. Ft. - Cubic Feet cwt. - Hundred pound weight FMC - Federal Maritime Commission FTZ - Foreign Trade Zone GRT - Gross registered ton ISO - International Standardization Organization Lbs. - Pounds LOA - Length-over-all MFB - Thousand board feet MT - Metric ton NOS - Not otherwise specified O/T - Other than * - The rate, rule or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference
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SUBRULE NO. 054 – Jurisdiction

Original

The Port Commission of the Port of Houston Authority, hereinafter called Port Authority, has jurisdiction over and control of the use of the Houston Ship Channel from its beginning in Galveston Bay to the Turning Basin, at Houston, Texas, and all navigable streams tributary thereto in Harris County, Texas, hereinafter called waterways; and jurisdiction over and control of the use of all wharves, sheds, warehouses, grain elevators, freight handling machinery and equipment, and all other property, equipment, and facilities owned and operated by it, hereinafter called facilities; and has the power to regulate and fix charges for the use of such waterways and facilities.

SUBRULE NO. 055 – Application of Tariff and Enforceability

Original

1. The Port of Houston Authority is proprietor and operator of Bayport Container Terminal, sometimes herein referred to as the terminal. Rates, charges, classifications, practices, rules and regulations contained in this tariff shall apply equally to all Users of Bayport Container Terminal. This tariff shall apply on the effective date shown, or, with respect to any amendments to this tariff, on the effective date of such amendments. No User will be permitted to load or discharge cargo to or from a Vessel until the permission of the Port Authority has been obtained, and arrangements for payment made as provided herein. This tariff does not apply to the Bayport Cruise Terminal or any cruise operations at Bayport.

2. Notwithstanding any provisions in any carrier's bill of lading, or in any other contract to which the Port Authority is not both a signatory and a party, the Port Authority's liability for any cause whatsoever shall be as set forth in this tariff and in any other of its governing tariffs, and applicable law, and, if a suit or complaint of any kind whatsoever respecting such liability is brought or filed, it shall be heard and determined only in the United States, and in a federal or state court, or federal or state agency, whose venue and jurisdictional requirements are satisfied.

3. Notwithstanding any provisions in any carrier's bill of lading, or in any other contract to which the Port Authority is not both a signatory and a party, the liability of any User for (1) any of the rates, charges, or fees set forth in this tariff, and (2) any damage or any cause of any kind whatsoever for which the Port Authority has redress under this tariff and any other of its governing tariffs, shall be as set forth in this tariff and any other of its governing tariffs, and applicable law, and, if a suit or complaint of any kind whatsoever respecting such liability is brought or filed by the Port Authority, it shall be heard and determined only in the United States, and in a federal or state court, or federal or state agency, whose venue and jurisdictional requirements are satisfied.

SUBRULE NO. 056 – Applicable Terms and Conditions

Original

1. The use of the waterways and facilities under jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff, and shall evidence (i) an acknowledgement and warranty to the Port Authority of all Vessels, their owners and agents, and other Users of such waterways and facilities that such User(s) is or are liable and responsible for the payment of all charges specified herein, and (ii) an agreement to pay all such charges.
2. Except as to specific provisions herein contained, governing rules, regulations, and charges are set forth in Port of Houston Tariff No. 8, or reissues thereof.
3. Stevedoring services, rates and charges are provided by others and are not included as part of this tariff. Each company providing stevedore services and desiring to do business on or in connection with the facilities of the Port Authority shall file a completed Stevedore License Application accompanied by the necessary supporting information called for therein together with payment of the appropriate licensing fees. Such fees shall be as follows:

<u>Original Application</u>	<u>Annual Renewal</u>
\$2,500	\$1,000

No company, whether currently doing business on or in connection with the facilities of the Port Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License Application, accompanied by the appropriate application fee has been approved by the Port Authority. A copy of the application is available upon request to the Port Authority.

SUBRULE NO. 056 – Applicable Terms and Conditions – (Continued)

Original

4. A User who moves cargo, equipment, or any other item (hereafter, "Property") on to Port Authority premises thereby represents and warrants that said User is either the owner of the Property or the authorized agent of the owner with authority to move said Property on to Port Authority premises. If the User is the authorized agent, and not the owner, the User represents and warrants that said User has informed the owner of the terms of this tariff. A lien in favor of the Port Authority shall arise on all Property moved on to Port Authority premises to secure the payment of all fees, interest, penalties and other charges payable under this tariff. If there are carrier liens on cargo for unpaid charges for storage or other terminal charges established pursuant to 49 U.S.C. 80109, whether established by contract or by law, said carrier liens shall inure to the benefit of the Port Authority on cargo moved on to Port Authority premises, and the carrier shall be deemed to have assigned such liens to the Port Authority to Authority to secure the payment of all sums payable under this tariff.
5. In no case will the Port Authority invoice, or otherwise assume responsibility for, collection of charges assessed by a transportation agency or steamship company.
6. Any steamship line terminating a service to the Port Authority must make arrangements to satisfy all accrued charges for the line's account, including estimated charges for the last Vessel call, prior to arrival of the last Vessel.
7. When the Port Authority is required to bring suit against a User to collect its charges for services or other facilities it has furnished or for fines or penalties, it shall be entitled, in addition to any other relief granted by the court, to judgment for reasonable attorneys' fees and litigation costs, unless the User shows that there is a good faith dispute regarding the sums in question, and the User has timely paid all sums due and owing the Port Authority which are not contested in good faith.
8. In the event User makes payment to Port Authority for any fee or charge by a check which is returned for any reason unpaid by any financial institution (the "Returned Check"), User shall be assessed a Returned Check fee in the amount of \$30.00, as well as any applicable bank fees caused by the Returned Check. User shall then be immediately liable for all amounts owed to Port Authority by said User at the time the Returned Check was returned unpaid. All amounts to be paid by User to Port Authority after receipt by Port Authority of a Returned Check shall be in the form of cash, cashier's check, or money order. A User who has paid by a Returned Check shall be liable for, and shall pay, reasonable attorneys' fees and court costs if required to collect the amounts owed by User to Port Authority.

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SUBRULE NO. 057 – Deferred Payment

Original

1. In its discretion, and at its sole option, and subject to termination at its election, the Port Authority may at any time extend credit to any User pursuant to the provisions of this tariff, as amended or reissued, provided such User establishes and maintains its financial responsibility on terms acceptable to the Port Authority. Such terms may include the posting and maintaining of a surety bond with a corporate surety acceptable to the Port Authority in an amount not less than 125% of the maximum liability for (i) a single transaction, if the User uses the waterways or facilities for a single transaction, or (ii) more than a single transaction but less than a one year period, if the User shows that he will use the waterways or facilities for that duration; or (iii) each year that the User will utilize the waterways or facilities. The form and content of such bond must be acceptable to the Port Authority.
2. Unless deferred payment arrangements are made with the Port Authority as provided herein, amounts due to the Port Authority are payable in each case in cash by advance deposit of an amount sufficient to satisfy anticipated charges; if additional charges are incurred, bills are due upon presentation by the Port Authority to the User(s). Additionally, the interest and posting provisions set forth below in subparagraphs b. and c. shall also be applicable to Users for whom no credit arrangements have been made. Such interest and posting provisions shall apply in respect of all charges assessed pursuant to this tariff.
 - a. In its discretion, and at its sole option, and subject to termination at its election, the Port Authority may at any time defer payment by any User pursuant to the provisions of this tariff, as amended or reissued, provided such User establishes and maintains its financial responsibility on terms acceptable to the Port Authority. Such terms may include the posting and maintaining of a surety bond with a corporate surety acceptable to the Port Authority in an amount not less than 125% of the maximum liability for (i) a single transaction, if the User uses the waterways or facilities for a single transaction, or (ii) more than a single transaction but less than a one year period, if the User shows that he will use the waterways or facilities for that duration; or (iii) each year that the User will utilize the waterways or facilities. The form and content of such bond must be acceptable to the Port Authority.
 - b. Any amounts outstanding or invoices remaining unpaid 30 days past date of same are subject to an interest charge of 12% per annum, calculated daily, for each day over 30 days until paid, or until such amounts are unpaid 60 days past date of invoice, whereupon they shall be subject to an interest charge of 18% per annum, calculated daily, until paid. Note: Notwithstanding the foregoing, with respect to invoices issued from April 29, 2020, through June 30, 2020, any amounts outstanding or invoices remaining unpaid 60 days past date of same are subject to an interest charge of 12% per annum, calculated daily, for each day over 60 days until paid, or until such amounts are unpaid 90 days past date of invoice, whereupon they shall be subject to an interest charge of 18% per annum, calculated daily, until paid.
 - c. With respect to any User that has an amount outstanding or unpaid invoices outstanding for more than 90 days past date of presentation or invoice, the Port Authority may post that User's deferred payment position on its website. Such postings shall be made monthly. The posting shall be deleted at the Port Authority's next scheduled website posting, provided that User's balances 90 days past due have been paid by the end of the month in which the delinquent amount is currently posted.

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SUBRULE NO. 057 – Deferred Payment – (Continued)

Original

- d. With respect to any User that has an amount in excess of \$20,000 outstanding for more than 120 days past date of presentation or invoice, the Port Authority may, in addition to the website posting referred to above, deny deferred payment for any future services unless and until cash is received by the Port Authority in advance of any use, scheduling, or ordering of Port Authority waterways, facilities, services, or labor, provided that deferred payment may be reinstated if the User has had no outstanding balance 60 days or more past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
 - e. With respect to any User that has an amount in excess of \$20,000 outstanding for more than 150 days past date of presentation or invoice, the Port Authority may, in addition to the website posting and the denial of deferred payment for any future services referred to above, deny the use of its waterways and facilities to said User, provided that said use may be reinstated upon payment of all 60 days or more past due balances and deferred payment may be reinstated if the User has had no outstanding balance 60 days or more past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
 - f. With respect to any User wherein deferred payment has been denied as provided above in subparagraphs (d) and (e) twice during the period of said User's contract, license, or agreement with the Port Authority, or twice in any calendar year, the Port Authority may terminate or fail to renew said contract, license, or agreement.
3. All amounts due the Port Authority, whether in fees, charges, penalties, or other classification, and whether or not subject to the deferred payment provisions hereof, when outstanding or unpaid 30 days past due of same, are subject to an interest charge of 12% per annum, calculated daily, for each day over 30 days, or until such amounts are unpaid 60 days past due, whereupon at that time, they shall be subject to an interest charge of 18% per annum, calculated daily, until paid. Any User that has an amount outstanding or unpaid for more than 90 days past due, whether or not subject to the deferred payment provisions hereof, may have its position respecting unpaid amounts due to the Port Authority posted on the Port Authority's website. That posting shall be deleted at the Port Authority's next scheduled website posting provided that the User's balances 90 days past due have been paid by the end of the month in which the delinquent amount is currently posted.
 4. In the event that cargo, equipment, and/or any other items ("Property") remains on Port Authority premises after payment is due and payable under the terms of this tariff but has not been made within 60 days of the due date, then said Property shall be deemed "Unauthorized Property" and the Port Authority may (1) notify either (a) the User who moved the Property on to said premises, or (b) the owner, or (c) both the User and the owner, and/or (2) may post a notice on the Property, stating that if all payments due are not made within 30 days, then the Port Authority may (A) foreclose on its lien on said Property to collect all charges in accordance with the tariff and applicable law, and (B) move such Property to a different place within Port Authority jurisdiction. All attorneys' fees and costs of court, in the event of a collection or foreclosure action, and all other costs and expenses in the event that Property is moved, shall be paid by the User.
 5. All interest charges and other consequences set forth in this Subrule 057, may be waived by the Port Authority if there is a good faith dispute as to the amount outstanding, the User has attempted to resolve the dispute in a timely fashion, all amounts not in dispute have been promptly paid, or in other cases in which the User shows error on the part of the Port Authority as to amounts said to be overdue. When the Port Authority is required to bring suit against a User to collect its charges for services or other facilities it has furnished, it shall be entitled, in addition to any other relief granted by the court, to judgment for reasonable attorneys' fees and litigation costs, unless the User shows that there is a good faith dispute regarding the sums in question, and the User has timely paid all sums due and owing the Port Authority which are not contested in good faith.

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SUBRULE NO. 058 – Billing Assessment and Collection of Charges

Original

1. Freight Handling Machinery or Equipment. Users as defined herein, including, without limitation, Vessels and stevedores, will be liable and billed for freight handling machinery or equipment in accordance with the provisions of this tariff. Upon application by a User of Port Authority freight handling machinery or equipment, on a form provided by the Port Authority, and in the Port Authority's own discretion, the Port Authority may consent to bill a third party for the use of said machinery and equipment. Such consent shall not alter any of the obligations of the User for payment of charges due or for liability for damage and injury that may be caused by the use of such machinery and equipment.
2. Dockage, Shed Hire, Water and Regulated Utilities and Services, and/or Wharf Use. Users, including, without limitation, Vessels, will be liable and billed for dockage, shed hire, and/or wharf use charges, and for provisions of water and related utilities and services accorded the Vessel.
3. Terminal Charges and Wharfage Charges. The payment of all terminal and wharfage charges, set forth herein, shall be guaranteed to the Port Authority by the Vessel, notwithstanding that they are ultimately liabilities of the owner of the cargo, and the use of Port Authority facilities by the Vessel shall be deemed an acceptance and acknowledgement of this guarantee. For non-containerized cargo only, as compensation to the Vessel for collection and payment to the Port Authority of terminal and wharfage charges, the Port Authority shall pay a fee of four percent (4%) of the total terminal and wharfage charges incurred and billed to the Vessel, but said fee shall be paid only when (1) such charges are actually paid to the Port Authority by the Vessel for the account of a third party and (2) such cargo has actually been loaded aboard a Vessel at Port Authority wharves. Wharfage charges on cargo shall be assessed on the basis of manifest weights, unless otherwise provided herein.

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SUBRULE NO. 058 – Billing Assessment and Collection of Charges – (Continued)

Original

4. Loading, Unloading, and other Labor Charges. The party performing loading, unloading and other labor services is equally a User of Port Authority services and facilities, and shall invoice and collect loading, unloading and other labor charges, strictly in accordance and pursuant to the terms of this tariff, from the owner of the cargo or his authorized agent; shall pay over said charges to the Port Authority where so provided in this tariff; and shall not in any manner directly or indirectly, refund or remit in whole or in part, by any means or device, any of said charges to said owner of the cargo or his authorized agent.
5. Inbound Non-Containerized Cargo-Wharf Demurrage Charges. The owner of the cargo and its authorized agent will be jointly and severally liable for inbound cargo-wharf demurrage charges.
6. Outbound Non-Containerized Cargo-Wharf Demurrage Charges. The owner of the cargo and its authorized agent will be jointly and severally liable for outbound cargo-wharf demurrage charges, except as noted herein. When outbound cargo is on the wharves because it is intended to be loaded on a particular Vessel but such cargo is cut back or held on the wharves for the convenience or at the direction of such Vessel, (i) the Vessel shall immediately provide the Port Authority with an itemized list of the cargo on the wharves which was not lifted by the Vessel, and (ii) the wharf demurrage charges will be a joint and several liability of the Vessel. If cargo is not loaded on the Vessel for which it was originally intended: (i) wharf demurrage charges will continue to apply until the cargo is removed from the wharves; and (ii) if loaded on a subsequent Vessel, the wharf demurrage charges will be assessed against the original Vessel unless the Vessel has secured a release of said charges prior to the loading of the cargo on a subsequent Vessel.
7. Transshipped Non-Containerized Cargo-Wharf Demurrage Charges. The outbound, subsequent Vessel to which the cargo is transshipped will be jointly and severally liable for transshipped cargo-wharf demurrage charges.
8. Any charges established by this tariff, or by any other tariff of the Port of Houston Authority for which this tariff is also a governing tariff, which result from delays caused by compliance with ISPS regulations or inspections, or other applicable governmental law or regulations, shall be for the account of the User(s), and such compliance will not furnish the basis for any deviations from the rates, terms and conditions set forth in tariffs of the Port of Houston Authority.

SUBRULE NO. 059 – Fines and Penalties

Original

Should the Port Authority be subjected to a fine or fines, a penalty or penalties by the United States Coast Guard or any other federal authority, or any state or local authority, as a result of the conduct of any User(s), whether such conduct was by act or omission, the amount of such fine or fines, penalty or penalties, shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

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SUBRULE NO. 060 – Cargo and Bunker Fuel Tonnage Statements Required

Original

1. Vessels and Agents shall present certified copies of manifest or documentation deemed acceptable by Port Authority, including all changes and supplements thereto, of bunker fuel tonnage and non-containerized cargo loaded or unloaded on forms and in the manner prescribed by Port Authority.
 - Certified copies of manifests on inward cargo shall be presented not later than 10 working days after arrival of Vessel at wharf.
 - Certified copies of manifests on outward cargo and/or bunker fuel tonnage shall be presented not later than 10 working days after sailing.

Failure to file certified copies of manifests and statements of cargo, including bunker tonnage, within the time specified will disqualify the Vessel and her agents from recovering the 4% discount on terminal and wharfage charges specified in [Subrule No. 058](#) of this Tariff No. 15.

Vessels and Agents who submit certified copies of manifests and statements of cargo later than thirty (30) calendar days will lose all deferred payment privileges extended under [Subrule No. 057](#) of this Tariff No. 15.

In order to receive the reduced wharfage rates per Tariff No. 15, USDA cargo must be declared in the Statement of Cargo Report.

2. Vessels and Agents shall, within five days after date of sailing of any Vessel using the Houston Ship Channel, report to the Port of Houston Authority all cargo loaded or discharged at all points on the Houston Ship Channel. Such report shall show units, packages, commodities, tonnage, origin, destination, and all other information which Terminal management may deem necessary for the compilation of commercial statistics.
3. Vessels, Agents, masters, and all other Users of the facilities, shall be required to permit access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit correct estimate of charges.

SUBRULE NO. 061 – Liability of Port Authority

Original

1. The Port Authority shall not be liable for any delay, damage, injury, or loss arising from strikes (of any person in their employ or in the service of others), nor for any causes arising therefrom, nor for any causes unavoidable or beyond its control, nor for tumult, insurrection, acts of God, breakdown of equipment or shut-off or failure of electric current, nor from any of the consequences of any of these contingencies.
2. In no case shall the Port Authority be liable in a sum in excess of \$1000 per package, non-packaged object, or freight unit for loss or damage to any cargo inside or not inside of any container, trailer, van, or other form of cargo unitization (all such forms hereafter referred to as “Container”), unless any party with a relationship to the cargo (including, without limitation, a steamship company, the shipper, consignee, or another transportation entity which will carry the cargo before or after ocean transportation or its or their agents) have, prior to the commencement of the services or facilities provided by the Port Authority, declared a higher value for the cargo inside or not inside any Container, and paid, in addition to the other charges for such services as set forth in this or other applicable tariffs, a premium computed at three percent (3%) of the declared value of such cargo inside or not inside any Container, and in such event the Port Authority shall be liable for the full declared value of such cargo for loss or damage caused by its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. As used herein, the word package, non-packaged object, or freight unit shall mean, in the event at the time of damage the cargo (a) was intended to be shipped inside of (b) is inside of or (c) had been shipped inside of a Container, only that very Container, notwithstanding that more than one package or other unit of measurement will, may, or will not or may not be, or will not or may not have been, inside of that Container, and notwithstanding that, if more than one package or other unit of measurement were to be or had been inside of said Container, they would be, or were, listed on any pertinent bill of lading. In the event that any Container itself suffers damage, the Port Authority’s liability shall be limited to an additional \$1000 per Container, unless a higher value has been declared for same and the three percent (3%) premium paid as set forth above. Nothing contained herein shall be deemed a waiver of any immunities to which the Port Authority may be entitled under applicable laws, nor shall anything contained herein be deemed to subject the Port Authority to liabilities for the actions of persons other than the agents and employees of the Port Authority.
3. In addition to the limitations set forth above in Paragraph 2, liability for cargo in Storage shall not cover losses generally covered by insurance, including, but not limited to, fire, theft, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting, decay, animals, insects, leakage, or discharge from fire protection, or the elements. Nothing contained herein shall be deemed a waiver of any immunities to which the Port Authority may be entitled under applicable laws, nor shall anything contained herein be deemed to subject the Port Authority to liabilities for the actions of persons other than the agents and employees of the Port Authority.
4. With respect to cargo or other property not owned by the Port Authority and on Port Authority premises covered by this Tariff No. 15, and in addition to the provisions of this Subrule 061, the Port Authority does not accept the care, custody, or control of such cargo or other property.
5. With respect to all damage or injury to persons or property, other than loss or damage covered by paragraphs 1, 2, and 3 above:
 - a. With respect to damages or injury to berths, wharves, transit sheds, mechanical equipment, or other assigned facilities, occurring during the tenancy, occupation, and/or use thereof by any User(s) to whom such facilities were (temporarily or permanently) assigned, such User(s) shall be responsible and liable to the Port Authority for all such damages or injury, without regard to who shall have caused the damage or injury, except for damage or injury caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.

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SUBRULE NO. 061 – Liability of Port Authority – (Continued)

Original

- b. With respect to damage or injury to rail equipment caused by the switching of such equipment, the applicable railroad shall be liable and responsible, except for damage or injury caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
 - c. With respect to damage or injury to persons, including death and personal injury, arising out of, incident to, or resulting from, the use of the property of the Port Authority, the User(s) of such property agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands, arbitrations, and suits for damage or injury, which indemnification shall cover court costs and attorneys' fees, except for damage or injury to persons caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
 - d. In no event shall the Port Authority be responsible or liable for damage or injury to property which is not property of the Port Authority ("Non-Port Authority Property"), except for damage or injury caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved. With respect to damage or injury to Non-Port Authority Property arising out of, incident to, or resulting from any User's actions or omissions, the User(s) whose actions or omissions gave rise to or resulted in the damage or injury, either in part or in whole, shall indemnify and save harmless the Port Authority from and against all losses, claims, demands, arbitrations, and suits for such damage or injury to property, which indemnification shall cover court costs and attorneys' fees, except for damage or injury to property caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
6. The Port Authority shall have no liability and/or shall be discharged from all liability for damage or injury, whether apparent or concealed, to cargo, packaging of any kind, containers, equipment, facilities, or objects of any kind, or persons, unless notice in writing to the Port Authority is given of said damage or injury within 30 days of its occurrence and unless suit is brought within three years of its occurrence.

SUBRULE NO. 062 – Additional Responsibility for Property Damage

Original

1. When damage is caused to any of the property or any of the facilities of the Port Authority, the Users causing such damage (including, without limitation, said Users' agents, servants, representatives, and employees as defined in [Subrule No. 040](#) hereof) shall be held jointly and severally responsible for the cost of repairs, and they shall be billed therefor, and all shall be jointly and severally responsible for payment thereof. One or more invoices may be rendered to Users as costs are incurred, and said costs may include invoices from third parties as well as direct costs (including, without limitation, labor) of the Port Authority. All invoices shall include an override of 20% for Port Authority overhead. All invoices shall be paid within 30 days. If an invoice for reimbursement of property or facility damage remains unpaid by a User 15 days following the Port Authority's demand for immediate payment thereof, the Port Authority may deny use of its premises and facilities to such User until such payment has been made and arrangements, satisfactory to the Port Authority, have been made to guarantee prompt payment of any future amounts that may be due and owing to the Port Authority. When the damage is caused by a Vessel, the Port Authority shall be able to detain the Vessel until it has received a satisfactory guarantee for either the amount of the damage or for a reasonable estimate thereof. The grant of an application by a User for third party billing as provided in [Subrule No. 058](#) of this tariff shall not alter in any way the liabilities set forth herein.

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SUBRULE NO. 062 – Additional Responsibility for Property Damage – (Continued) **Original**

2. In the event any of the invoices referred to in paragraph (a) above are not paid within 30 days, then the Users (including, without limitation, Vessel owner or operator or any agent thereof), shall be liable for all legal costs and expenses of collection, including reasonable attorneys' fees, and including the costs of arresting and proceeding in rem against a Vessel. An adjustment of cost and expenses as described above, and including attorney's fees, shall be made proportionally in the event that the liability of said User is determined to be less than the sum invoiced by the Port Authority in the aggregate, and, in the event that invoices have been paid by the User which are in excess of amounts eventually held to be due by the User to the Port Authority, then refunds of such amounts in excess shall be made by the Port Authority to the User.

SUBRULE NO. 063 – Port Security **Original**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33 CFR Part 105, the Port Authority will assess against and collect from all Users of port premises, services, or facilities, Port Security Fees as set forth herein. Such fees, in the amounts set forth below, shall be in addition to all other fees and charges due under this and other governing tariffs. Persons guilty of infractions of security, including but not limited to those shown below, are subject to disciplinary actions, as provided herein.

1. Fees

Vessels (including, without limitation, barges):

- Eight and three quarter percent (8.75%) of total dockage assessed per port call

Cargo: (applicable only to cargo loaded or discharged at Port Authority berths or wharves):

- Break-bulk \$0.2314 per Ton* (see note)
- Bulk Cargo (dry or liquid) \$0.0523 per Ton*
- Containers \$4.47 per loaded container
- Vehicles \$1.29 per unit
- Passengers \$1.29 per embarking passenger

Escort Credentials for escorting non-TWIC (Transportation Worker Identification Credential) personnel (not applicable to Port Authority employees):

- \$50 Initial fee for training, badge, and registration per escort credential holder;
- \$20 Badge replacement fee
- All persons seeking to obtain escort credentials shall follow the procedures established by the Port Authority for all aspects of the escort program.

SUBRULE NO. 063 – Port Security – (Continued)

Original

The Port Authority shall have all of the rights and remedies provided in this tariff and other governing tariffs for failure to pay amounts due the Port Authority in the event any User fails to timely pay the Port Security Fees set forth herein and, in addition, the Port Authority may (1) require from said User a deposit estimated to cover such fees in advance of using port premises, services or facilities, and/or (2) deny service to said User until said deposit is made and/or all prior amounts due are paid.

*Note: Ton is defined in this Tariff No. 15 as, “A unit of weight of 2000 pounds or, for commodities designated as weight or measure, one (1) cubic meter, whichever tonnage value produces the greater revenue for commodities rated as weight or measure commodities.”

2. Applications for access (including electronic access) and other privileges on Port Authority restricted access property.

- a. All persons seeking to access, enter, or obtain escorting or other privileges on Port Authority property which has restricted access (that is, areas other than those for which only a current driver's license or other government-issued photo identification is required) must apply to the Port Authority's Department of Port Security and Emergency Operations Office (“PSEO”) to receive proper security credentials.
- b. Attempting to gain entry or access to, or escorting privileges on, Port Authority property without proper identification or following proper procedures, including, without limitation.
 - (i) submitting false, incomplete, or misleading information in applying for entry permits or other access or escorting credentials;
 - (ii) failing to disclose completely and truthfully all information requested by the Port Authority in the process of granting access, entry, and/or all other security identification;
 - (iii) failing to notify the Port Authority of any changes in the documentation originally submitted in respect of security access or privileges;

shall be considered infractions of the security provisions of the Port Authority.

3. Infractions

In addition to the infractions noted in 2 b. above, the following shall be considered infractions of the security provisions of the Port Authority, whether committed on restricted access areas or any other area or facility in or over which the Port Authority has jurisdiction:

- Bypassing established entry points;
- Breaching, circumventing, or not fully observing established security rules and procedures;
- Any other action which is a violation of any of the policies, standards, procedures, rules and regulations of the Port Authority, or other applicable federal, state or local laws or regulations, relating to security.

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SUBRULE NO. 063 – Port Security – (Continued)

Original

4. Disciplinary actions

- a. Failure to observe any provision(s) or rule(s) relating to security shall, in the discretion of the Port Authority's Director of Security, be cause for the imposition of the following disciplinary measures:
- (i) 1st offense, up to 30 days electronic or other security permission suspended;
 - (ii) 2nd offense, up to 60 days electronic or other security permission suspended;
 - (iii) 3rd or subsequent offense, up to 365 days electronic or other security permission suspended or permanent revocation of security credentials, depending upon the seriousness of all of the offenses considered together. Additionally, when the offense is committed by a person with escort privileges and relates to the duties of providing escort services, such person shall attend TWIC escort training prior to potential reinstatement of escort privileges.
- b. Notwithstanding the series of disciplinary measures set forth in paragraph 4 a. above, any act which constitutes a first or second offense **and** which, in the reasonable discretion of the Port Authority's Director of Security, creates a substantial security hazard or breach shall be cause for imposition of the penalties applicable for a third or subsequent offense.
- c. Any of the disciplinary actions imposed pursuant to these regulations may be appealed within 60 days of imposition to a Security Appeals Committee which shall consist of the Chief Port Operations Officer, Chief Legal Officer, and Chief PSEO Officer, or the designee of any one or more of these, provided that such designee may not be the person who made the decision appealed from. Failure to give written notice of appeal to the Port Authority's Director of Security within the 60-day period constitutes a waiver of the right to appeal.

SUBRULE NO. 064 – Painting or Erecting of Signs

Original

Painting or erecting signs on Port Authority property or structures is prohibited without prior approval of Terminal management who shall also approve copy, design, material and method of erection.

SUBRULE NO. 065 – Environmental Regulations; Smoking Prohibition

Original

1. All Users shall comply with all applicable environmental laws, rules or regulations that may be promulgated by federal, state, or local regulatory agencies, bodies, and by the Port of Houston Authority.
2. Smoking in the warehouse, transit sheds, on the wharves, or on Vessels is strictly prohibited, unless in designated smoking areas.

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SUBRULE NO. 066 – Responsibility for Fire Equipment

Original

The Port Authority will require the Users of the wharves to be responsible for all fire equipment such as hoses, nozzles, extinguishers, etc., and all such equipment found to be missing or destroyed upon inspection will be replaced by the Port Authority at cost plus twenty percent and billed against the User.

SUBRULE NO. 067 – Charges for Emergency Response Services

Original

When the Port Authority's Fire Department performs or has a contractor perform emergency response services including but not limited to services for spill clean-up and/or containment, then, in addition to all other charges that may be applicable in this Tariff, the cost plus 20% of the emergency services provided shall be billed to and paid by the User(s) identified as the responsible party or parties by the Port Authority (each of which is jointly and severally liable) to the Port Authority within thirty (30) days of invoice of same. Responsible parties may include without limitation a Vessel, the owner of a container, the party causing the emergency, the owner or manufacturer of the shipped product, the shipper, the Vessel's agent, and/or the emergency contact as identified in the shipping documents and/or the Material Safety Data Sheet for the product.

SUBRULE NO. 068 – Abandoning, Dumping, Discharge, Etc. of Waste Matter

Original

All Vessels, Agents, and other Users of Port Authority facilities shall comply with all federal, state or local regulations with regard to the placing or discharging into the Houston Ship Channel, Buffalo Bayou or White Oak Bayou or any of the tributaries thereof, either directly or through private or public sewers, any sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade waste, tar or refuse or any other matter covered by such laws or regulations of any of such authorities.

Vessels discharging oil from bilges or tanks into the aforementioned waters will be reported to the United States Attorney for prosecution under appropriate federal laws. Throwing ballast, rubbish, dunnage or any other matter into the aforesaid waters is strictly prohibited.

Should any Users of the facilities abandon any drums, boxes or other containers of cargo upon Port Authority property and not remove same therefrom within 48 hours after notification by the Port Authority to do so, same will be removed by the Port Authority (its employees, agents, or contractors), and the cost of such removal plus twenty percent shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

SUBRULE NO. 069 – Removal of Articles Dropped Into Channel

Original

The dropping of cargo, scrap or any other articles in the channel is prohibited by law. Responsible parties shall be liable for the removal of any articles dropped in basin or channel, and the Port Authority reserves the right to remove such articles on a basis of cost plus twenty percent at the expense of the responsible party.

SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires

Original

BE IT ORDAINED BY THE PORT COMMISSIONERS OF THE PORT OF HOUSTON AUTHORITY:

PURPOSE: WHEREAS, under the provisions of Section 2, Chapter 117, Acts of the 55th Legislature of Texas, Regular Session 1957 as amended by Chapter 43, Acts of the 62nd Legislature, Regular Session 1971, and the Texas Special District Local Laws Code, Section 5007.007 (p) (2017), the Port of Houston Authority (formerly the Harris County Houston Ship Channel Navigation District) is empowered to promulgate and enforce ordinances, rules and regulations in the manner provided by Chapter 486, Acts of the 57th Legislature, Regular Session, 1961, as amended, for the promotion of the safety of life and property on or adjacent to the waterways, channels and turning basins within its jurisdiction, including the Houston Ship Channel and those piers, wharves, landings, buildings, sheds or structures adjacent to such waterways, from damages by fire, explosion, and hazardous material incidents.

APPLICABILITY: This subrule applies to all Vessels, Users, facilities, and structures of any kind, including but not limited to berths, wharves, piers, and sheds, located within the jurisdiction of the Port Authority, including the Houston Ship Channel, in accordance with Chapter 43, Acts of the 62nd Legislature, Regular Session 1971 (the “Act”).

DEFINITIONS:

In addition to the Definitions set forth in Section One of this tariff, which apply herein, the following Definitions also apply.

Berth - The area of water at the side of a pier or wharf in which Vessels may remain afloat when moored.

Breakbulk Cargo - Commodities which are not transported in containers or trailers, and which are commonly packaged in bags, cartons, drums, crates etc, and palletized while awaiting transfer or storage.

Cargo - Cargo as used herein includes breakbulk cargo, liquid or liquefied cargo, containerized and trailerized cargo, cargo carried without mark or count, as well as the containers, trailers, or other materials which may contain them.

Facility - The Bayport Terminal or any of its component parts, together or separately, including, but not limited to, berths, wharfs, staging areas, and sheds, within the terminal.

Fire Sprinklers - A complete system of waterlines and sprinkler heads designed to release water upon demand through various means to suppress a fire inside a building.

Firewalls - Substructure walls that have a fire resistance rating of four hours, normally constructed of reinforced concrete or other materials that have equivalent fire resistance.

Hazardous Material - Cargoes classified as “Hazardous Materials” under 49 CFR, Parts 171-180 or otherwise classified as explosive, dangerous, or hazardous by regulation of the Federal Government, or any State or Local Government, or by the Port Authority.

Transit Shed - A transload facility located on a pier or wharf primarily used for transferring Breakbulk Cargo to and from ship to shore. The cargo may at times be temporarily stored in such facility for a short period of time, typically one to three days. Transit sheds are typically constructed of non-fire resistant material and are fitted with various large entryways. Transit sheds are continuously patrolled by fire and security personnel.

Warehouse - A building used for long-term storage of cargo in breakbulk form. Warehouses are typically built of substructure Firewalls and are normally not patrolled by fire and security personnel.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

Original

Section 1: SCOPE - All ordinances, rules and regulations issued by the Port Authority relative to Fire Protection shall, in the event of conflict, take precedence over local or state law or charter provisions, or ordinances of any city, town or village relating to such subject matter, but if there is no conflict, all such provisions, ordinances, rules and regulations shall apply and shall be in addition to the ordinances, rules and regulations of the Port Authority.

This ordinance and regulations shall apply to: (1) all Vessels on the waterways serving the terminal, and (2) all Users and all facilities within the terminal, including but not limited to piers, wharves, landings, buildings, or other structures adjacent to such waterways or utilized by the Port Authority in providing services.

Section 2: RESPONSIBILITY OF VESSELS AND USERS - From time to time, the Port Authority may prescribe special rules relating to fire protection of Vessels and facilities within its jurisdiction. However, nothing contained in any rules shall be construed as relieving the Vessels and Users of their primary responsibilities regarding fire prevention and safety.

Section 3: RIGHT TO INSPECT - No Vessel, User, or other person within the jurisdiction of the Port Authority shall prevent the Port Authority's Fire Chief or his delegees, deputies, or subordinates, from boarding or entering any Vessel or property for the purpose of performing and executing any and all duties conferred by this Ordinance.

Section 4: PENALTIES - Any person, corporation or association violating or failing to comply with any of the provisions of these ordinances, rules and regulations shall, upon conviction thereof, be punished by a fine not exceeding Five Thousand and No/100 (\$5000.00) Dollars for any one (1) offense or violation. Each day a violation of any of the provisions hereof continues, or is permitted to continue, shall constitute a separate offense.

Section 5: ARRANGEMENT OF CARGO, FREIGHT, MERCHANDISE, OR MATERIAL - When in enclosed facilities, cargo, merchandise or materials shall be arranged by the person in charge thereof in the following manner for fire protection purposes: At least two feet of clear and open space shall be maintained between cargo, merchandise or other material piles and sides of the walls, Firewalls or fire stops of the facility. This distance shall be measured from the most prominent projection of the wall. There shall be maintained at least four feet of clear and open space around any fire alarm box, standpipe, fire hose or fire door. Fire extinguishers shall not be blocked and an aisle at least three feet in width shall run from the center aisle to such extinguishers. Flammable or combustible cargo, merchandise or material, not including bulk cargo, shall not be tiered higher than 12 feet. A clearance between the uppermost tier and the trusses, beams, girders, or other structural members shall be not less than 36 inches, and between such upper level and sprinkler heads not less than 12 inches.

If, in order to control a fire should one occur, fire trucks would be required, a main aisle of at least 20 feet in width shall be maintained the entire length of the facility; if access by fire trucks would not be required, aisle width may be reduced to eight feet. Straight cross aisles, at least 5 feet wide shall be maintained at intervals not exceeding 75 feet and shall extend to the side of the facility.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

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Section 6: PACKAGED HAZARDOUS ('LABEL') MATERIALS - Each package, cylinder, pressure Vessel or container of hazardous ('label') material designated as such by the Department of Transportation shall be maintained, packaged and marked with the appropriate Department of Transportation classification and label in accordance with 49 CFR, Parts 171 - 180. At no time shall materials classed as Red Label, Poisonous Label ('Class A') or Organic Peroxides be stored or placed in a Warehouse, Transit Shed or other contiguous area, but it shall be stored on an open dock, Wharf or area to be designated by the Port Authority's Fire Chief or his deputies. Any damaged package, cylinder, pressure Vessel or container of Hazardous Material shall be immediately removed. Failure to comply with these requirements of this subrule, will subject the owner, handler, agent or consignee to the penalties prescribed in Section 4 and any other penalties allowed by law.

Each cylinder, pressure Vessel or container shall be marked that it has been designed, constructed, tested and maintained in accordance with the regulations of the Hazardous Materials Regulations Board, Department of Transportation, as contained in 49 CRF, Parts I71-I80.

All empty cylinders, pressure Vessels or containers will be handled as appropriate for the 'label' material last contained unless there is attached thereto a certificate issue by proper authority that the cylinder, pressure Vessel or container has been cleaned, decontaminated or otherwise treated to render it safe for normal handling and storage.

Section 7: SMOKING AND OPEN FLAMES - It shall be unlawful for any person to smoke, or to carry or possess a lighted cigar, cigarette, pipe or match or any open flame, under, in, upon or within fifty (50) feet of any bulkhead, dock, pier, Wharf, cargo container, truck van, railroad car, landing, building, structure, grain elevator, workhouse, Transit Shed storage annex, unloading shed or any appurtenance thereto; or to smoke or carry or possess a lighted cigar, cigarette, pipe or match, or any open flame, on any deck or in the hold of any ship, lighter, barge or other floating Vessel, craft or equipment, whether the same is berthed or moored at a dock, pier, Wharf or landing or tied to another Vessel made fast thereto; or to cast off or throw from any such ship, lighter, barge or other floating Vessel, craft or equipment, any lighted cigar, cigarette, pipe or match or any flame. Those areas specifically designated and posted by proper authorities as "SMOKING AREAS" are exempt from the above provisions.

Section 8: AUTOMOTIVE EQUIPMENT - Trucks, trailers, and other motor vehicles shall not remain or park upon a waterfront facility except (1) when actually waiting at shipside to load or discharge cargo, ship supplies or passengers and are attended by a driver; (2) when they are headed toward an unobstructed exit and attended by a driver; (3) when handled and stored as an item of cargo; or (4) when parked in a designated parking area. It shall be unlawful to park in areas marked "Fire Lane" at any time.

Automotive equipment used on the pier, such as lift trucks, tractors, mobile cranes, stackers or other internal combustion engine equipment shall be of such construction and state of repair, free from excess grease, oil or lint so as not to constitute a fire hazard. The refueling of such vehicles, automobiles and other vehicular cargo being discharged may be from an approved tank or gear truck or trailer, but must be at least 50 feet from any dock, the face of any pier or appurtenance thereto.

Exception: Mobile cranes engaged in the cargo operations of a Vessel are allowed to be fueled alongside the Wharf by a fuel vehicle. Any fuel vehicle operated by a User must be permitted by the City of Pasadena Fire Marshal's office, if required by that office. Additionally, the fuel vehicle must be in compliance with the U. S. Department of Transportation standards.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

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Section 9: TANK TRUCKS, TANK TRAILERS AND/OR GEAR TRUCKS - Tank trucks, tank trailers, gear trucks or other vehicles, apparatus or equipment when used for the transportation of flammable liquids within the terminal or other jurisdiction of the Port of Houston Authority shall conform to the following requirements:

1. Tank trucks, tank trailers and/or gear trucks operating within the terminal shall be in compliance with all U.S.D.O.T. standards in effect at that time. LP gas trucks shall be considered to be in compliance with this section while permitted by a valid "Form 4 Card" issued under the rules of Docket 1 of the LP gas division of the Texas Railroad Commission.
2. Every tank truck, tank trailer and/or gear truck shall have a conspicuous sign on each side and rear composed of four (4) inch letters reading "FLAMMABLE" and a sign reading "NO SMOKING" composed of four (4) inch letters installed at the draw-off valves.
3. The responsible company or owning company name or corporate symbol is to be permanently displayed on each tank vehicle.
4. Trailers shall be firmly and securely attached to the vehicle drawing them with appropriate safety chains.
5. No tank or any part of any tank (not to include non-liquid-carrying appurtenances) shall extend beyond the chassis frame of the equipment being used to transport the flammable liquids. Draw-off valves or faucets which project beyond the frame shall be adequately protected.
6. Vehicles transporting flammable liquids shall not be equipped with artificial light of any kind other than electricity. All lighting and low tension wires shall be in conduit or sealtight flexible conduit. Suitable fuses or other automatic overload protective devices shall be installed in all lighting and low tension circuits, except the ignition and starting motor circuits. All electric lights shall be adequately protected. All wiring shall be supported and protected from mechanical injury, chaffing and exposure or contact with oil, grease, gasoline or other compounds that tend to deteriorate the insulation, and shall be so located as to avoid damage to insulation from heat.
7. Each tank truck, tank trailer and/or gear truck shall be equipped and maintained with at least two (2) approved-type hand fire extinguishers suitable for extinguishing flammable liquid fires. They shall be kept in good operating condition at all times and located in an accessible place on the vehicle. Drip pans and absorbent shall be available at all times.
8. Every vehicle shall be equipped with a reliable system of brakes, lights and horn which shall conform to the laws of the State governing such vehicles.
9. All tank trucks, tank trailers and/or gear trucks shall be prohibited inside any building except while undergoing repairs unless the building is used exclusively for the storage of such vehicles. Delivery of flammable liquids shall be conducted outside of any building.
10. Smoking is prohibited on tank trucks at all times and no smoking, flame or fire shall be within twenty-five (25) feet of same while loading or unloading. The provisions of Section 7 hereof shall also apply to these vehicles.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

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11. Draw-off valves shall be equipped with a metal tag, plate or label on which is displayed, in letters not less than one-half (1/2) inch in height, the name of the particular product in the tank with which such draw-off valves are connected.
12. Tank vehicles shall not be operated unless they are in proper repair, devoid of accumulation of grease, oil or other flammables and free of leaks.
13. The driver, operator or attendant of any tank vehicle shall not leave the vehicle while it is being filled or discharged. Delivery hose, when attached to a tank vehicle, shall be considered to be a part of the tank vehicle.
14. Motors of tank vehicles or tractors shall be shut down when making or breaking hose connections. If loading or unloading is done without the use of a power pump, the tank vehicles or tractor motor shall be shut off throughout such operations.
15. The cargo tank shall be bonded to the fill pipe when loading. The bond-wire connection shall be made prior to commencing operations and shall be maintained in place during the entire operation.
16. During filling operations tank trucks shall have approved parking brakes in operation. During discharge operations approved parking brakes shall be in operation.

Section 10: WELDING OR HOT WORK - Oxyacetylene, electric, or any other welding or burning or other 'hot work' within the terminal is permitted subject to the conditions set out herein and provided that a current permit issued by the USCG Captain of the Port is in the possession of the person on the job in charge of the operation and a permit has been issued by the Port Authority Fire Department. The provisions of 49 CFR 176.54 and 33 CFR 126.15(c) is applicable to Vessels and Facilities respectively. When welding, burning or other hot work is being performed, positive means shall be taken to confine heat, sparks or slag so as to protect immovable fire hazards. Suitable operable fire extinguishing equipment shall be in the immediate vicinity and ready for instant use.

Section 11: ACCUMULATION OF FLAMMABLE OR COMBUSTIBLE WASTE OR RUBBISH - The accumulation of wastepaper, boxes, logs, grass, straw, weeds, litter, oils, greases and other flammable or combustible waste or rubbish of any kind in, under or upon the terminal or the burning of such rubbish in an open fire, by the owner, lessee or operator of such facility or waterfront area is declared to be a fire hazard and unlawful. Each day such violation continues or is permitted to continue shall constitute a distinct and separate offense.

SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

Original

Section 12: HANDLING OF HAZARDOUS COMMODITIES - Red Label (Flammable Gas, Class 2, Flammable Liquid, Class 3), Poison Gas Label (Class 6), Yellow Label (Organic Peroxide Class 5), and Spontaneously Combustible materials shall not be placed in a Transit Shed. Such labeled commodities may be delivered to open wharves only after ship is in Port and then “in limited quantity”. For the purpose of this Section, 'Red Label' is defined as a commodity having a Flash Point of 99 Degrees Fahrenheit (37.2 Degrees Celsius) or below. Poison Label (Class 6), materials may be placed in a Transit Shed but extreme caution should be exercised particularly in the proximity of grain, coffee or other food items. Red/White striped (Flammable Solid Class 4) Yellow (Oxidizer, Class 5) and Black/White (Corrosive Label Class 8) may be stored in a Transit Shed. Explosives IMCO Class 1.1, 1.2, 1.3, and fireworks, regardless of class will not be handled at the Port of Houston whether loading, discharging or in transit. Receipt of Explosives IMCO Class 1.4, 1.5 (not to include fireworks) should be communicated to terminal Operations prior to arrival. Explosives will be isolated in designated areas while at the terminal. Timely loading to a vessel or truck should be arranged for all explosive shipments.

Any Vessels having onboard more than 10 tons of 1.4 or 1.5 Explosives must be cleared through the Port Authority's Fire Department and the local Captain of the Port, at least twenty-four (24) hours prior to its arrival. All proposed movement of explosives will be coordinated with those offices. Requirements covering the transportation of Hazardous Materials covered in 49 CFR Parts 171-180 must be complied with on any cargo entering Port Authority property. All cargo entering the terminal must comply with the requirements of 49 CFR Parts 171-180 and the International Maritime Dangerous Goods (IMDG) Code relating to the transportation of Hazardous Materials. Cargo arriving at the terminal without all documentation required by this tariff and by all applicable law will not be received into the terminal or offloaded from the Vessel on which it arrives.

Ammonium Nitrate in any mode of packaging or transportation is strictly prohibited. Class 7 Radioactive Material is limited to Low Specific Activity (LSA) UN2912, UN3321, UN3322, Surface Contaminated Objects (SCO) UN2913, Radioactive empties UN2908, and Radioactive material, Type A package, special form non fissile or fissile-excepted UN3332 in limited quantities. Radioactive materials must meet shipping and handling requirements of the International Maritime Dangerous Goods (IMDG) Code and 49 CFR, Parts 171-180.

Section 13: MAINTENANCE OF LIQUID CARGO HANDLING EQUIPMENT - Cargo handling equipment shall be maintained in good operating condition at all times. Cargo hose shall not be used in a transfer operation in which pressures are such that leakage of cargo occurs. Cargo pump systems shall be tested at least once each year to determine that they function satisfactorily at and below the maximum allowable pressure of the safety relief valves. Pressure gauges shall be calibrated yearly and hoses and piping shall be hydrostatically tested at least once each year to one and one half times their maximum allowable working pressure. The maximum allowable working pressure shall be stenciled on the cargo hoses and piping. At facilities where incompatible cargoes are handled, the hoses and systems shall be clearly marked to specify the allowed products.

Section 14: CONTROL OF LIQUID CARGO TRANSFER SYSTEMS - Prior to performing bulk liquid and liquefied gas or other dangerous cargo transfer operations, the waterfront facility shall comply with all the requirements of the U.S. Coast Guard contained in 33 CFR, Parts 126, 154 and 156. While application to the Port of Houston Authority for separate permits is not necessary, it shall be incumbent upon the facility operator to notify the Port Authority whenever a general permit has been terminated or suspended by the Captain of the Port and again when such permit has been reinstated.

The penalty for noncompliance with any of the provisions hereof shall be \$1000 per offense and each day of operation in noncompliance therewith shall constitute a separate offense.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

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Section 15: CERTIFICATE OF INSPECTION, PERMITS, DOCUMENTS, CERTIFICATE AS TANKERMAN - No domestic Vessel, regardless of tonnage, size or manner of propulsion, and whether self-propelled or not, while within the jurisdiction of the Port of Houston Authority, shall have on board any flammable or combustible cargo or cargo of particular hazard in bulk until a certificate of inspection has been issued by the U.S. Coast Guard or Department of Transportation. Foreign Vessels carrying flammable or combustible cargo in bulk are accepted in U.S. ports if they are registered in a country signatory to the Safety of Life at Sea Convention (SOLAS). Foreign Vessels of a novel design carrying bulk liquid cargo of potential or unusual risk are allowed in U.S. ports only after having been inspected and issued a Letter of Compliance by the Coast Guard. This certificate shall be carried on board and shall show the grades of such cargo that the Vessel may have on board for transport. Except for military explosives, the amount of dangerous articles, substances or designated dangerous cargo on board the Vessel or present at the waterfront facility shall not exceed the maximum quantity permitted by the U.S. Coast Guard or the Department of Transportation.

Any permit issued based on the certificate of inspection shall be valid for the duration of the certificate of inspection on which such permit has been endorsed. Whenever it is found that a Vessel does not comply with the conditions upon which the permit was issued, all transfer operations will immediately cease, and the Vessel will be deemed in violation of the permit until such time, as ever, as the Coast Guard may determine that the Vessel is in compliance with the conditions of the permit. Shipping documents indicating the kinds, grades and approximate quantities of such liquid cargo shall be maintained on board.

Tankerman certificates issued by the Coast Guard stating the kinds of liquid cargo the holder is qualified to handle shall be maintained on board the Vessel or in possession of the “person in charge” (see 33 CFR 154, 155, and 156).

Section 16: DUTY TO NOTIFY: ACCIDENTAL DISCHARGE OF DANGEROUS CARGO OR OIL - In the event that any Vessel, Vessel Agent, or User has knowledge of the occurrence of a fire or the accidental discharge of dangerous cargo or oil, in any quantity, into the waters under the jurisdiction of the Port Authority, such Vessel, Vessel Agent, or User shall notify, as soon as practicable and by the quickest means available, the Port Authority's Fire Chief, or if he is not available, his designee or superior, of such discharge. Such notification does not waive the responsibility of the Vessel, Vessel Agent, or User to also notify the U. S. Coast Guard in accordance with the provisions of the Federal Water Pollution Control Act, or to comply with all other provisions of federal, state, or local law. It shall be incumbent upon any Vessel, Vessel Agent, or User to have immediately available, or to have made arrangements to have immediately available, containment equipment that will prevent the spread of any accidental spill or discharge of dangerous cargo or oil.

Section 17: ADVANCE NOTICE OF ARRIVAL OF VESSELS - Whenever any domestic or foreign Vessel which is inbound into the jurisdiction of the Port Authority has on board certain hazardous cargo identified in 33 CFR, Part 160, or whenever there is a hazardous condition on board such a vessel or caused by such a vessel or its operation, the Vessel or Vessel Agent shall comply with 33 CFR, Part 160 and also notify the Port Authority at least twenty-four hours in advance of such ship's arrival. Upon arrival, it shall be the responsibility of the Vessel or Vessel Agent to remove any damaged cylinder, pressure Vessel or container from the Vessel and from the confines of the waterfront facility within twenty-four hours.

Section 18: WAREHOUSE FIRE AND SAFETY REQUIREMENTS - Except as specifically provided in this Subrule No. 070, each Warehouse situated within the terminal shall be constructed and maintained in accordance with all federal, state, and city building and fire safety regulations.

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SUBRULE NO. 070 – Preventing, Detecting, Controlling, and Fighting of Fires – (Continued)

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Section 19: TRANSIT SHED FIRE AND SAFETY REQUIREMENTS - Except as specifically provided in this Subrule No. 070, each Transit Shed situated within the terminal shall be constructed in accordance with all federal, state, and city building codes. Transit Sheds shall comply with all the federal fire and safety regulations. However, notwithstanding any contrary provision of this Tariff, any state law or local ordinance or regulation, Transit Sheds shall not be required to contain Firewalls or Fire Sprinkler systems.

Section 20: WHARF AND CONTAINER YARD FIRE AND SAFETY REQUIREMENTS - Except as specifically provided in this Subrule No. 070, wharfs and Container Yards situated within the terminal shall be constructed in accordance with all federal, state, and city building codes. Wharfs and Container Yards shall comply with all the federal fire and safety regulations. However, notwithstanding any contrary provision of this Tariff, any state law or local ordinance or regulation, the location and numbers of fire hydrants located on wharfs and Container Yards shall be determined by the Port of Houston Authority.

Section 21: PREEMPTION - The provisions of this Subrule No. 070 shall be cumulative of all other applicable federal, state, or local regulations regarding building and fire safety. However, pursuant to the authority granted the Port of Houston Authority by the Act, in the event that any state law or any local provision or ordinance, including any provision of the City of Pasadena Code, Building Code, or Fire Code, conflicts with any provision of this Subrule No. 070, the provisions of this Subrule No. 070 shall control and prevail.

Section 22: FIRE REGULATIONS- The rules and regulations of the 2015 International Fire Code (IFC), including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities under the jurisdiction of the Port Authority, and all Users shall comply with the applicable requirements of the IFC.

The National Fire Protection Association (NFPA) 307 “Standard for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves”, and NFPA 30, “Flammable and Combustible Liquids Code,” including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities within the jurisdiction of the Port Authority and all Users shall comply with the requirements of this Standard.

The Port Authority’s Fire Chief (Fire Chief) is authorized to interpret and enforce applicable provisions of the IFC, the NFPA 307 Standard, NFPA 30 Code, and the Port Authority’s tariffs relating to fire prevention (collectively referred to as “Fire Regulations”). Any order, decision or determination made by the Fire Chief relative to the application and interpretation of the Fire Regulations may be appealed to the Fire Safety Appeals Committee, which shall be comprised of the Chief Port Operations Officer, Chief Legal Officer, and Chief PSEO Officer, or the designee of any one or more of these, provided that such designee may not be the person who made the order, decision or determination being appealed, by giving written notice within 60 days of such order, decision, or determination to the Fire Chief. The Fire Safety Appeals Committee shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Chief. Failure to give written notice of appeal to the Fire Chief within the 60-day period constitutes a waiver of the right to appeal.

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SUBRULE NO. 071 – Health and Safety

Original

Section 1: SCOPE - All rules and regulations issued by the Port Authority with respect to Health and Safety are the minimum standards applicable for all facilities under the jurisdiction of the Port Authority; however, in the event the laws, rules and regulations established by federal, state and local authorities, or the specific rules and regulations in a Safety and Health Plan adopted by Users of Port Authority facilities for their own operations are more stringent than, or regulate matters not addressed by, the minimum rules and regulations established herein, the more stringent or comprehensive shall govern. In the event local law relating to traffic control on facilities and private roadways under the jurisdiction of the Port Authority conflicts with the Port Authority's tariff rules and regulations, the Port Authority's rules and regulations shall govern; otherwise all such health and safety laws, rules and regulations shall apply and shall be in addition to the rules and regulations of the Port Authority.

These rules and regulations shall apply to: (1) all Vessels docked at facilities under the jurisdiction of the Port Authority, and (2) all Users and all facilities within the jurisdiction of the Port Authority, including but not limited to piers, wharves, landings, buildings, transit sheds, private roadways, storage yards and other structures utilized by the Port Authority in providing services.

Section 2: RESPONSIBILITY OF VESSELS AND USERS - From time to time, the Port Authority may prescribe rules relating to health and safety within its jurisdiction. However, nothing contained in any rules shall be construed as relieving the Vessels and Users of their primary responsibilities regarding health and safety.

Section 3: RIGHT TO INSPECT - No User or other person within the jurisdiction of the Port Authority shall prevent the Port Authority Fire Department, Port Police or Risk Management, from entering any property for the purpose of confirming that the User or other person within the jurisdiction of the Port Authority is in compliance with the minimum safety rules and regulations that are established herein, provided that no such entering shall be prohibited by law.

Section 4: RIGHT TO INFORM - The Port Authority reserves the right to inform the United States Coast Guard of any health or safety risk or other nonconformity regarding any Vessel docked at Port Authority Facilities pursuant to Title 33 of the Code of Federal Regulations Part 96.

Section 5: GENERAL - Users shall comply with all applicable occupational health and safety standards set forth by federal, state and local law, and rules and regulations established in any Safety and Health Plan adopted by Users. Users shall conduct all operations in a manner to prevent risk to the health and safety of all persons and damage to all property and equipment. Users shall continuously monitor all persons, work, and equipment to assess and determine risks to health and safety. Users shall promptly mitigate and correct all such risks and conditions.

Users shall be responsible for the health and safety of their employees, contractors, vendors, and visitors allowed on Port Authority facilities and shall require that they act in conformity with the rules and regulations set forth herein.

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SUBRULE NO. 071 – Health and Safety – (Continued)

Original

Section 6: PERSONAL PROTECTIVE EQUIPMENT - Users' employees, contractors, vendors, and visitors shall wear appropriate Personal Protective Equipment (as hereinafter defined) in all operations areas as required by applicable safety rules and regulations. "Personal Protective Equipment" means all protective articles of clothing and other gear worn by persons performing a task or duty in order to reduce or eliminate the hazards of such task or duty. Personal Protective Equipment includes, but is not limited to, safety glasses, hard hats, reflective vests, and safety shoes.

Section 7: SMART DEVICE USE- Smart Device Use (as hereinafter defined) by Users and their employees, contractors, vendors, and visitors while operating or performing maintenance or repairs on machinery and equipment is prohibited on Port Authority property. "Smart Device Use" means handheld phone calls, texting, or e-mailing or the active use of applications on "smart devices" such as mobile phones, tablets, smart watches, and similar electronics devices. The use of diagnostic smart device applications or operation of radio frequency devices other than a smart device shall not constitute a violation of this safety rule.

Section 8: HEALTH AND SAFETY MANUAL - Each User and its contractors, if applicable, shall provide the Port Authority a copy of its Health and Safety Manual or Health and Safety Plan upon request, and notify the Port Authority of its designated person who is responsible for the administration of its health and safety plan. All such health and safety manuals or plans shall include an Emergency Action Plan as required by 29 CFR 1917.30. The emergency action plan shall be in writing and shall describe those designated actions Users and Users' employees must take to ensure safety from fire and other emergencies.

Section 9: VEHICLE SAFETY

1. All persons within Port Authority jurisdiction shall comply with all posted speed limits and traffic signs while operating any motorized vehicle on Port Authority property. Any person operating a commercial vehicle within the jurisdiction of the Port Authority, which has had a prior or shall have a subsequent operation on public roads, shall have a valid commercial driver's license in effect at all times during the operation of such vehicle. Any person operating a commercial or other vehicle within the jurisdiction of the Port Authority in circumstances other than those set forth above shall have a valid state driver's license in effect at all times during the operation of such vehicle.
2. Smart Device Use for any purpose other than navigational aids or use by emergency personnel operating in their official capacities is prohibited while operating a vehicle on Port Authority property.
3. The Port Police shall have the authority to issue a Notice of Safety Violation, in their sole discretion, to persons, drivers, and pedestrians who commit traffic offenses within the jurisdiction of the Port Authority, including, without limitation, driving an unsafe vehicle, driving in excess of posted speed limitations, failing to stop at stop signs, stop lights, or stop bars, failing to observe the right of way, failing to observe proper directional flows, Smart Device Use, and any other actions which endanger life or property. A copy of the Notice of Safety Violation shall be given to the driver of the vehicle, or to the pedestrian, and to the employer of the driver. For the first violation, the penalty shall be a written warning. For each and every succeeding violation, the driver or pedestrian will be required to attend a safety training class provided by the Port Authority prior to being allowed reentry to either the Bayport Terminal or the Barbours Cut Terminal.

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SUBRULE NO. 071 – Health and Safety – (Continued)

Original

4. If there is any accident involving a motorized vehicle within the jurisdiction of the Port Authority, the Port Authority, through its Port Police, may make an investigation to determine the cause of that accident. In the course of that investigation, the Port Authority shall have the right to interview any persons who were on the premises of the Port Authority or other Users having knowledge of any circumstances relating to the vehicle, the driver, or the accident. The Port Police may issue an Investigative Report, which determines the cause of the accident and may indicate fault or negligence of any User, its agents or employees, which caused or contributed to the accident. In the event fault or negligence is found, the Port Police may issue a Notice of Safety Violation.
5. If (a) a Notice of Safety Violation is given for the operation of an unsafe motorized vehicle, or if (b) an Investigative Report of the Port Police determines that a motorized vehicle was unsafe, the vehicle shall be barred from operating at the terminal until a report is filed with the Director, Container Terminals that the vehicle has been repaired, with proof of the repair of the condition which was responsible for the Notice of Safety Violation or of the Investigative Report. Failure to file such a report with the Director, Container Terminals and subsequent operation of that vehicle on Port Authority property shall constitute a subsequent Safety Violation of the driver operating that vehicle.
6. Any Notice of Safety Violation may be appealed to the Chief Port Operations Officer, or his designee, within 30 days of the date it is given to the User, driver, or pedestrian. In such appeal, the appellant shall have the right to present any materials or statements pertinent to the matter at hand. The Chief Port Operations Officer, or his designee, shall make a final decision that may affirm, amend, or nullify determinations made in the Notice of Safety Violation, or may require that the matter be investigated further by the Port Police.
7. Port Authority Maintenance Department personnel may render assistance to a driver of a truck or other vehicle requesting assistance with a disabled vehicle located on Terminal and, in such instance, the driver's employer shall be deemed to have authorized such request, and the driver's employer, and the owner of the vehicle, shall be deemed to have agreed to indemnify and save harmless the Port Authority from and against all losses, claims, demands, arbitrations, and suits for damage or injury, including court costs and attorneys' fees, arising out of, incident to, or resulting from the Port Authority Maintenance Department's actions or inactions, except for damage or injury to persons caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
8. Specific Rules Pertaining to Automobiles, Motorcycles, Golf Carts, and All-Terrain Vehicles ("ATVs"); Bicycles:
 - (a) Unenclosed automobiles will not be permitted inside secure restricted areas unless specifically approved in advance by the Port Authority Safety Department.
 - (b) Motorcycles are permitted in parking lots outside of secure restricted areas but not inside secure restricted areas.
 - (c) Golf Carts and ATVs are not permitted to navigate inside the Terminal but are allowed to navigate at construction sites located inside the Terminal if, and only if, they (1) are transported to the construction site by trucks or other vehicles allowed inside secure restricted areas; (2) are specifically approved in advance by the Port Authority Safety Department; (3) have a slow-moving vehicle sign on the back of the vehicle; and (4) have an amber strobe light on the top of the vehicle.
 - (d) Bicycles are not permitted anywhere on the Terminal.

Section 10: CORRECTIVE ACTIONS - The Port Authority reserves the right to take corrective actions in the event any User or other person within Port Authority facilities violates or fails to comply with any of the provisions of these minimum safety rules and regulations.

SUBRULE NO. 072 – Charge for Berth Cleaning

Original

1. Charge

A charge of \$355.46 will be assessed each Vessel loading and/or discharging cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, or on open wharves and in transfer of cargo across, from or to wharf apron, but not including such other areas used by Port Authority permission, assignment or lease.

2. Exceptions

The charges set forth herein do not apply to:

- a. Vessels fitting up or loading bulk grain only.
- b. Vessels loading or discharging liquid cargo only, through pipelines.
- c. Vessels in container ship service or roll-on roll-off service discharging only or loading only commodities handled across wharves in sealed containers or vans.

3. Shifting

Cleaning charge will be assessed for the call of a Vessel at any wharf or wharves operated by the Port Authority in the course of a single voyage. No additional charge will be assessed when Vessel is shifted from one wharf to another. (Departure from the Port for any period will constitute a voyage.)

4. Removal of Cargo and Equipment from Wharf Apron after Sailing

Immediately after sailing of a Vessel, User shall leave the apron of the wharf clean of equipment and cargo for its entire length and from the waterfront edge to a distance of not less than one hundred (100) feet back in order that such area shall be available for use in connection with cargo and equipment for discharging or loading subsequent Vessels.

5. Abandonment of Containers or other Materials on Port Authority Property

Should any Users of the facilities abandon any cargo or containers upon Port Authority property and not remove same therefrom within 48 hours after notification by the Port Authority to do so, same will be removed by the Port Authority (its employees, agents, or contractors), and the cost of such removal plus twenty percent shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

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SUBRULE NO. 073 – Standby Time

Original

Charge for Standby Time

When Port Authority personnel are ordered and/or held on standby for a requested service beyond straight time hours, thereby incurring additional expense, total standby labor cost and cost of supervision plus twenty-five percent (25%) will be assessed against the party requesting the service in addition to charges otherwise provided in this tariff for any given service that is performed.

SUBRULE NO. 074 – Lightering, Bunkering, and Fleeting

Original

To insure safe and unimpeded Vessel movements for all authorized Users of Bayport Channel, lightering, bunkering and fleeting operations are restricted at all times at all wharves, barge fleeting areas, etc., located thereon. The combined beam width of the berthed Vessel and lightering or bunkering barge shall not exceed the width of the berthing area or obstruct the federal channel.

Bayport Container Terminal will not permit lightering, bunkering or fleeting of hazardous products, including, without limitation, petroleum products Grade A, B, and C.

Anyone requesting a berth for the purpose of lightering to or from a ship must submit an Application and Assumption of liability for Lightering Operations along with the berth application. Both forms must be received prior to beginning Vessel operations. Application for other products including petroleum products Grade D and E will be considered on a case by case basis and must be submitted for approval two working days prior to Vessel arrival.

SUBRULE NO. 075 – Hazardous Cargo

Original

Section 1: HAZARDOUS CARGO - GENERAL

1. Cargoes classified as Hazardous Materials under 49 CFR Parts 171-180, or otherwise classified as explosive, dangerous, or hazardous by regulations of the Federal Government, or any State or Local Government, or by the Port Authority, shall hereafter be referred to as “hazardous cargo.”
2. For the protection and safety of the Port Authority, Users, and the general public, the Port Authority reserves the right to issue such directives or regulations as it may deem necessary to insure the safe handling, stowing, loading, discharging, and transportation of hazardous cargo within the jurisdiction of the Port Authority.
3. Hazardous cargo must be in full compliance with all Governmental and Port Authority requirements governing the transportation thereof whenever located within Port Authority jurisdiction, and must remain in compliance therewith at all times. Any hazardous cargo arriving at marine terminals within the jurisdiction of the Port Authority without all documentation required for such cargo will be denied entry to all Port Authority terminals and facilities.
4. Prior to Vessel docking, all Vessels which come inbound into the jurisdiction of the Port Authority and which have on board any hazardous cargo shall submit to the Port Authority two copies of their inbound hazardous cargo manifest, as well as a listing of the hazardous cargo which shows, by cargo type, its weight, label, and the location at which it is stowed within the Vessel.
5. If any Vessels coming inbound into the jurisdiction of the Port Authority have on board over 10 tons of 1.4 or 1.5 Explosives, such Vessels must be cleared through both the Fire Department of the Port Authority and the local Captain of the Port at least twenty-four (24) hours prior to arrival. All proposed movements of such explosives will be coordinated with those offices, and all persons involved in such movements must comply with the directives of those offices. See sections 2 and 3 below for additional rules pertaining to these classifications and for additional rules pertaining to other classifications of hazardous cargo.
6. No tender of hazardous cargo to shippers, consignees, their agents or independent contractors, or other persons accepting such cargo in their behalf, shall be made within the jurisdiction of the Port Authority without prior notification to the Port Authority and compliance with all Port Authority directives prior to such tender.
7. The Port Authority may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of any hazardous cargo which is considered by the Port Authority as offering undue risk.

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SUBRULE NO. 075 – Hazardous Cargo – (Continued)

Original

Section 2: HANDLING/STORAGE OF CONTAINERIZED HAZARDOUS CARGO ON TERMINAL

Explosives IMCO Class 1.1, 1.2 and fireworks, regardless of class, will not be handled at the Port of Houston whether loading, discharging or in transit. Receipt of Explosives IMCO Class 1.4, 1.5 (not to include fireworks) should be communicated to terminal Operations prior to arrival. Unless exception is provided by Terminal Management, Export containers containing explosives will not be permitted into the terminal until the vessel stevedore confirms acceptance direct to the vessel for loading. Explosives will be isolated in designated areas while at the terminal. Timely loading to a vessel or truck should be arranged for all explosive shipments.

Ammonium Nitrate in any mode of packaging or transportation is strictly prohibited. Class 7 Radioactive Material is limited to Low Specific Activity (LSA) UN2912, UN3321, UN3322, Surface Contaminated Objects (SCO) UN2913, Radioactive empties UN2908, and Radioactive material, Type A package, special form non fissile or fissile-excepted UN3332 in limited quantities. Radioactive materials must meet shipping and handling requirements of the International Maritime Dangerous Goods (IMDG) Code and 49 CFR, Parts 171-180.

Section 3: HANDLING/STORAGE OF BREAKBULK AND BULK HAZARDOUS CARGO -

Red Label (Flammable Gas, Class 2, Flammable Liquid, Class 3), Poison Gas Label (Class 6), Yellow Label (Organic Peroxide Class 5), and Spontaneously Combustible materials shall not be placed in the sheds or warehouse. Such labeled commodities may be delivered to open wharves only after ship is in Port and then limited in quantity. (For the purpose of this Section, 'Red Label' is defined as a commodity having a Flash Point of 99 degrees F (37.2 degrees C) or below.) Poison Label (Class 6), materials may be placed in the shed or warehouse but extreme caution should be exercised particularly in the proximity of grain, coffee or other food items. Red/White striped (Flammable Solid Class 4) Yellow (Oxidizer, Class 5) and Black/White (Corrosive Label Class 8) may be stored in the warehouse. Explosives IMCO Class 1.1, 1.2, 1.3 and fireworks, regardless of class will not be handled at the Port of Houston whether loading, discharging or in transit. Receipt of Explosives IMCO Class 1.4, 1.5 (not to include fireworks) should be communicated to terminal Operations prior to arrival. Explosives will be isolated in designated areas while at the terminal. Timely loading to a vessel or truck should be arranged for all explosive shipments.

Ammonium Nitrate in any mode of packaging or transportation is strictly prohibited. Class 7 Radioactive Material is limited to Low Specific Activity (LSA) UN2912, UN3321, UN3322, Surface Contaminated Objects (SCO) UN2913, Radioactive empties UN2908, and Radioactive material, Type A package, special form non fissile or fissile-excepted UN3332 in limited quantities. Radioactive materials must meet shipping and handling requirements of the International Maritime Dangerous Goods (IMDG) Code and 49 CFR, Parts 171-180.

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SUBRULE NO. 076 – Berth Arrangements

Original

1. Vessels desiring a berth at the wharves shall, so far in advance of the date of docking as possible, file a Berth Application and Acceptance of Financial Responsibility form specifying the date of docking, sailing, and the nature and quantity of cargo to be handled; application for berth to be made to the Chief Port Operations Officer or his designee. As a part of its application for berth, the Vessel shall advise the Port Authority of the protection and indemnity association (P & I Club) which affords the Vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.
2. Berth assignments will be made to achieve maximum utilization of the Port of Houston Authority's facilities. Any berthed Vessel wanting to disable its engine or to take any other action that would affect its ability to maneuver properly or impede its ability to vacate its berth must request permission verbally and in writing no later than 24 hours prior to commencing such action; the Port Authority in its reasonable discretion may disallow such action as necessary to achieve maximum utilizations of its facilities. A berthed Vessel must inform the Port Authority immediately upon finding that it is unable to maneuver properly or is otherwise impeded in its ability to vacate its berth.
3. Whenever there are other Vessels waiting to load or unload cargo at any dock, a Vessel already in berth will work overtime at its own expense when requested to do so by the Chief Port Operations Officer or his designee. Any Vessel refusing to work overtime at Vessel's expense shall, at Vessel's expense, vacate the berth on order of the Chief Port Operations Officer or his designee. The berth shall then be assigned to the next awaiting Vessel which is agreeable and willing to work cargo on overtime. The Vessel ordered to vacate a berth for refusing to work cargo on overtime will be reassigned to the berth when next vacant ahead of other waiting Vessels (a) when said Vessel is either willing to work overtime, or (b) when, in the opinion of the Chief Port Operations Officer or his designee, there is no further need for overtime work. Any vessel failing to vacate its berth when so ordered for failure to work overtime shall be subject to all of the charges, expenses, and consequences set forth in [Subrule No. 077](#) hereof.

SUBRULE NO. 077 – Vessels Required to Vacate Berth

Original

1. The Port Authority may order a Vessel to vacate a berth, to change berths, or to shift position at a wharf when (1) the Vessel refuses to work overtime at its own expense when directed to do so by the Chief Port Operations Officer or his designee (as provided in [Subrule No. 076](#)); (2) the Vessel is not actually engaged or is no longer engaged in loading or discharging cargo; (3) another Vessel holding an agreement granting the preferential use of that berth at that time presents itself at the berth; (4) the Vessel's presence presents a potential hazard to the berth, the Port Authority's facilities, or the property or persons of others; (5) the Vessel is performing shipyard maintenance or repair or the Vessel's maneuverability is impaired; or (6) there exists any other cause that in the reasonable discretion of the Port Authority requires the berth to be vacated.
2. The Port Authority may, in its discretion, refuse the use of any facility of the Port Authority to the Vessel until all additional dockage charges, fees, expenses and liabilities have been paid by the Vessel. An order to vacate shall be given on reasonable notice but not less than four hours' time shall be allotted for the Vessel to vacate the berth. Any Vessel failing to vacate its berth within the time ordered shall be subject to payment of additional dockage charges at the rate of \$5000 per hour or fraction thereof. If legal action is required to remove any Vessel which fails to vacate a berth when so ordered by the Port Authority, the Vessel shall be liable for, and shall pay, all legal expenses, including reasonable attorneys' fees.

SUBRULE NO. 078 – Rental of Container Handling Equipment

Original

1. General

All renting or use of machinery or equipment on Port Authority property by User shall be upon and subject to the following conditions and charges, the renting or use of which shall constitute an agreement with the Port Authority to pay such charges and be bound by such conditions.

2. Condition of, and Responsibility for Leased Equipment

Port Authority machinery or equipment is presumed to be in good operating condition when turned over to User; but Port Authority does not warrant the mechanical condition thereof. Subject to [Subrule No. 093](#), Port Authority will not be responsible for delays caused User by breakdown of equipment, by shut-off of electric current or other causes. Port Authority reserves the right to stop operation of its machinery or equipment at any time to make repairs that appear to be necessary.

By receiving possession thereof, User of Port Authority's machinery or equipment agrees that upon termination of the period of use it will be returned to Port Authority in the same condition as when received, ordinary wear and tear alone excepted.

3. Responsibility for Damages

When Port Authority machinery or equipment is turned over to User, it is under User's supervision, direction, and control, and User assumes sole responsibility and liability for injury to or death of any person (including the agents, servants, representatives, and/or employees of Port Authority), or injury or damage to or destruction of any property (including property of Port Authority or belonging to any persons), incident to, arising out of, or connected with User's possession, use, or operation of such machinery or equipment, and User shall indemnify and save harmless the Port Authority from and against any and all liability for or in respect of User's possession, use, or operation of such machinery or equipment. The grant of an application by a User for third party billing as provided in [Subrule No. 058](#) of this tariff shall not alter in any way the liabilities set forth herein.

SUBRULE NO. 078 – Rental of Container Handling Equipment – (Continued)

Original

4. Use of Privately-Owned Machinery and Equipment

The use of privately-owned machinery or equipment (other than tractors, dollies, lift trucks or the like of stevedores regularly operating on Port Authority property) on Port Authority property shall not be permitted except by special permission of the Port Authority which will regulate its use and establish the conditions and charges which shall be imposed by the Port Authority for the use of its tracks, wharves or any and all other property.

5. Containers Loaded in Excess of Rated Capacity

The Rates, Rules, Regulations and Charges published in this section of this tariff ARE NOT applicable to Standard Seagoing Containers loaded in EXCESS of their Rated Capacity. The Port Authority will not permit its mechanical equipment (designed for movement or carriage of containers) or its container cranes to be used in any way to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the equipment or crane be used to lift, or move or transport a container which is loaded in excess of the rated capacity, the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damage, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

6. Computation of Rental Charge

- a. Charge for rental of machinery or equipment shall begin when the equipment is ordered and shall end when the equipment is turned back to the Port Authority. When equipment is ready but is not used, called for or ordered out, charge shall begin at the time the equipment is specified to be ready. Straight time and overtime periods are defined herein.
- b. Standby charge of one-half applicable rental rate applies to equipment made idle by rainfall or other weather condition.
- c. Credit for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, over-loading or fault of User, shall be cumulated and allowed daily on each piece of equipment on 5 consecutive minute periods. No credit shall be allowed for less than 5 consecutive minute periods.
- d. All disputes of rental charges must be made to terminal management within 24 hours of the equipment being turned back to the Port Authority. Disputes occurring on weekends or holidays must be made on the next regular business day.

7. Latest Ordering Time

- a. 1630 hours the preceding day for 0700 - 0800 hours start the next day.
- b. 0730 hours the same day for 1000 hours start.
- c. 1030 hours the same day for 1300 hours start.
- d. 1530 hours the same day for 1900 hours start.

Cancellations will not be accepted after the "Latest Ordering Time" and minimum charges will be applicable.

SUBRULE NO. 079 – Terminal Management

Original

Conflicts in berth assignment, allocation of container yard space, allocation of yard equipment, assignment of wharf cranes and other matters relating to management and operation of the terminal shall be resolved at the sole discretion of Terminal management.

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SUBRULE NO. 080 – Property Placed or Remaining on Port Authority Premises Without Authorization or After Authorization has Expired (“Unauthorized Property”) **Original**

1. The following shall be deemed Unauthorized Property:
 - a. All cargo, equipment, and/or any other items (“Property”) so deemed pursuant to Subrule 057 and all other applicable provisions of this or other applicable Tariffs; and
 - b. All containers, chassis, drums or boxes, cargo loading, unloading, and moving equipment, and all other Property which is left or stored on Port Authority premises without written authorization from the Port Authority.
2. Any Property which is deemed Unauthorized Property shall be assessed a storage fee of \$.78 cents per day per ton plus \$1000 per day for each day of the first 30 days it is on Port Authority premises as Unauthorized Property and \$.78 cents per day per ton plus \$5000 for each day thereafter until the time that said Property is removed by the owner or the owner’s agent, or disposed of by the Port Authority, as provided for in this Tariff and under applicable law. The Port Authority may in its discretion move Unauthorized Property to places on its property within or without the terminal area and shall furnish the owner or its authorized agent with all information as to location upon request of said owner or agent.
3. All costs, including without limitation court costs and attorneys’ fees, in connection with enforcing any lien on Property on Port Authority premises, and/or for sale of same or of any Unauthorized Property in accordance with applicable law, shall be for the account of the owner or agent of the owner. The Port Authority shall have the right to recoup from the sale of the Unauthorized Property all storage and other fees applicable under this Tariff and all related court costs and attorneys’ fees. Any amounts owing to the Port Authority over and above the moneys received for the sale of such Property shall, in accordance with applicable law and any applicable court decision, be owed, jointly and severally, by the user, owner, and agent of the owner who was responsible for payment of same under the terms of this Tariff. Any amounts exceeding amounts owed to the Port Authority under the terms of this Tariff, and also exceeding any applicable fees, court costs and attorneys’ fees, shall, in accordance with applicable law and any applicable court decision, be paid by the Port Authority to said owner or its authorized agent.

SUBRULE NO. 081 – Weighing of Containers as Required by Regulation VI/2 of the International Convention for the Safety of Life at Sea (SOLAS) **Original effective July 1, 2016**

Regulation VI/2 of SOLAS requires that shippers verify the gross mass of packed containers (hereafter, the “VGM”) to the vessel master and terminal representative prior to vessel loading. The responsibility for providing the VGM is that of the shipper, as identified on the carrier’s bill of lading or other equivalent transport document. Whenever a packed container is delivered to the Port Authority for loading on a designated vessel without a VGM, the shipper(s) shall be deemed to have appointed the Port Authority as its or their agent for the limited purpose only of weighing the container and supplying certain container weight data which the shipper shall be deemed to have accepted, represented, and designated as the VGM. In making the appointment, each and every shipper agrees to indemnify and hold the Port Authority harmless for any errors the Port Authority may make in supplying such weight data on its or their behalf (whatever the nature of such error), in respect of any and all damages or injury, whether suffered by persons or property, resulting from such errors. All shippers shall be allowed access, upon reasonable notice, for inspection of the facilities that the Port Authority utilizes in weighing packed containers for the purpose of supplying such weight data.

In the event that the shipper does supply a VGM and it is inconsistent with the container weight data as determined by the Port Authority when weighing prior to vessel loading, loading may be delayed until the discrepancy is resolved. In such event, all free time and wharf usage charges established in this tariff shall apply while said container(s) is or are utilizing the wharf.

SUBRULE NO. 087 – Throughput Charges

Original

Please note: Throughput rates are stated in [Subrule No. 096](#) and Wharfage rates are stated in [Subrule No.152](#).

1. Loaded Container, Import: Unload from stevedore trailer into Container Yard and load to road carrier, or receive/deliver as wheeled unit, including inspection/interchange of container and chassis..... User's Applicable Throughput Charge
2. Loaded Container, Import By Road: Loaded containers received from road carrier as Import and delivered to road carrier, including inspection/ interchange of container and chassis..... User's Applicable Throughput and Wharfage Charge
3. Loaded Container, Export: Unload from road carrier into Container Yard and load to stevedore trailer, or receive/deliver as wheeled unit, including inspection/interchange of container and chassis..... User's Applicable Throughput Charge
4. Loaded Containers, Export Redeliver: Loaded containers received for export and redelivered to road carrier, including inspection /interchange of container and chassis User's Applicable Throughput and Wharfage Charge

- Note 1: Out of gauge cargo will not be grounded into Container Yard. All out of gauge cargo will remain on chassis.
- Note 2: Flatracks with the sides in the upright position will not be grounded in Container Yard; only bundled flatracks and platforms will be grounded.
- Note 3: The steamship line that is the Vessel operator for each container Vessel calling at Port Authority container terminals to discharge containers must provide a Baplie for the calling Vessel. Designation of containers in the Baplie as loaded or empty shall govern whether the containers are handled as loads or empties in the container yard, and handling services for such containers shall be billed at the applicable rates for loaded or empty containers.
- Note 4: Users applicable throughput charge will be billed based on the vessel sail date.

SUBRULE NO. 088 – Empty Container Handling Charges – Empty Container Receipt and Delivery Into or Out of Container Yard **Original**

Please note: Empty container handling charges are stated in [Subrule No. 096](#) and Wharfage rates are stated in [Subrule No. 152](#)

Empty Containers Staged on Chassis or Ground:

All empty containers will be assessed a gate charge in addition to a handling charge.

Gate Charge..... \$7.92 per unit

From Vessel to Container Yard..... User's Applicable Handling Charge
From Container Yard to Vessel..... User's Applicable Handling Charge
From Road to Container Yard..... User's Applicable Handling Charge
From Container Yard to Road..... User's Applicable Handling Charge

Note 1: Specific Empty – Each empty container, when ordered by specific container number, will be charged an additional \$65.29 per unit when any one of the following conditions exists:

- a) A booking calls for the empty units by specific numbers.
- b) The empty unit is grounded.
- c) The empty unit is not a tank. All containerized tanks are handled and billed as loaded containers.

Note 2: Chassis transporting two 20' units will be invoiced for each unit.

Note 3: The Terminal has a limited capacity to accommodate empty containers on chassis. Use of this limited capacity will be at the discretion of Terminal management

Note 4: Flatracks with the sides in the upright position will not be grounded in Container Yard, only bundled flatracks and platforms will be grounded.

SUBRULE NO. 089 – Transshipments, Restows, and Empty Chassis

Original

TRANSSHIPPED CONTAINERS:

Loaded containers that have been discharged off one Vessel to load to another Vessel, whether they remain wheeled or have been grounded in Container Yard, and reloading to stevedore chassis or delivered as a wheeled unit without inspection for interchange by Terminal Operator:..... User’s Applicable Throughput Charge

- Note 1: Tariff wharfage charges will apply to discharging Vessel.
- Note 2: There is a rehandle charge to move transshipped units from the import pad to the correct export pad.
- Note 3: Transshipped containers must be declared prior to discharge from the Vessel. Failure to do so will result in carrier’s applicable throughput being applied to both import and export moves.
- Note 4: Refer to Subrule 095 for storage rules applied to transshipped containers.

RESTOWS:

Unload from stevedore trailer into Container Yard, and load from Container Yard onto stevedore trailer for reloading to the same Vessel, without inspection or interchange by Terminal Operator\$75.02 per Container

- Note 1: Restows that have been stored on chassis and restows that have been placed on the dock will not be charged a restow charge.
- Note 2: Tariff wharfage charges do not apply.

EMPTY CHASSIS:

All empty chassis will be assessed a gate charge.

Gate Charge.....\$7.92 per Chassis

Empty chassis delivered to or picked up from terminal without transporting container will be assessed a handling charge.

Handling Charge \$27.38 per chassis

SUBRULE NO. 090 – Gate Operations and Charges

Original

1. Normal gate hours for trucks entering the terminal are from 6:00 a.m. to 6:00 p.m. on Monday to Friday, excluding ILA Holidays. Users shall not pay gate hour charges when vehicles enter the terminal during normal gate hours. Additional charges to normal throughput charges shall be applicable if vehicles are permitted to enter the terminal at hours other than normal gate hours, under the terms and conditions set forth herein.
2. Extended gate hours are for no less than a four- hour period, occurring any time on Saturday, Sunday, and/or ILA Holidays and/or from 7:00 p.m. to 7:00 a.m. during all other days. Users requesting extended gate hours must adhere to the following:
 - a. Vehicles shall be permitted to enter the terminal during extended gate hours for the purpose of delivering to, or receiving containers from the terminal as identified during request of the extended gate hours, and provided that Terminal management is given notice no later than 10 a.m. of the Friday before a Saturday, Sunday, and/or ILA Holiday and 12 p.m. of the same day if Monday to Friday.
 - b. If no less than 75 containers are delivered and/or received during any four hour period, and/or if hours in excess of four hours are utilized but no less than a number proportionate to 75 for the excess hours is delivered and/or received, then the User who had requested the late afternoon gate opening shall be invoiced for, and shall pay, a cost which is based upon the difference between straight time labor cost and overtime labor cost plus 20% of the difference.
 - c. If less than 75 containers are delivered and/or received during any four hour period, and/or if hours in excess of four hours are utilized but less than a number proportionate to 75 for the excess hours is delivered and/or received, then the User who had requested the late afternoon gate opening shall be invoiced for, and shall pay, the full cost (based on overtime labor rates) plus 20% thereof.
 - d. If the overtime services of CBP are required to accommodate the User's request for extended gate hours, and PHA is billed for such services by CBP, the User shall pay for CBP's services at the lowest CBP hourly rate for each CBP employee utilized to accommodate the User, plus 20% thereof, for no less than a four hour period.
3. When delivering or picking up containers and chassis, all truck drivers must follow instructions provided at the truck processing entry gates. The PHA will issue warning notices to drivers and truck lines who fail to follow such instructions; such failures include, but are not limited to, dropping a container and chassis in a wheeled location when instructed to ground the container and park the chassis in a designated chassis area only. If a truck line receives a second notice of failure to follow instructions, it will be charged a rehandling charge as set forth in [Subrule No. 91 A.2.](#)

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SUBRULE NO. 091 – Additional Services

Original

A. The following services are for the account of the Individual Steamship Line and must be paid before the cargo leaves the gate:

1. Electrical power supplied to refrigerated containers*\$37.33 per unit per day
***Note: PHA does not provide refrigerated container monitoring or plug in services. Ocean carriers are responsible to ensure all reefers are plugged/unplugged during vessel operations through coordination with stevedores and outside vendors. PHA is not responsible for the transmission of operating temperatures of arriving/departing temperature-controlled loaded units, nor does PHA advise truck, rail, or vessel operators of temperature settings. These services are provided by outside vendors.**
All loaded reefers are required to remain on chassis while stored on terminal. Terminal management retains the discretion to refuse storage to loaded reefers that do not have a chassis for storage.
2. Rehandling of loaded or empty containers after location to point of rest in Container Yard (including, but not limited to swings, transfers, fumigations).....\$74.10 per unit
3. Out-of-gauge swings.....\$147.98 per unit
4. Intentionally Deleted
5. Drayage of an empty chassis one way within the confines of the Terminal \$37.34 each

B. The following services are for the account of the User who requests them (including, where applicable, the Individual Steamship Line) and must be paid before the cargo leaves the gate:*

***Note: If a container needs to be moved within the Container Yard, tariff charges in addition to those below may apply.**

1. Drayage and Handling of Container both to and from any federal agency for non-intrusive container examination (including use of PHA chassis).....\$126.76 per unit
2. One way drayage and Handling of Container from any federal agency for non-intrusive container examination to Container Yard (including use of PHA chassis)\$63.38 per unit
3. Weighing container after its point of rest in the Container Yard (including drayage to and from scale)\$115.67 per unit
4. Terminal Services Fee: Services provided to units at the terminal including, but not limited to applying placards to or removing placards from a container, applying a seal to or removing a seal from a container, escorting a cargo or equipment surveyor into the container yard for the purpose of a survey, processing a through container at the gate not committed to yard inventory\$46.12 per unit

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SUBRULE NO. 091 – Additional Services – (Continued)

Original

- C. PHA controls and operates a fleet of chassis for terminal use only (PHA Terminal Use Chassis), to be used for services as determined by terminal management in coordination with Users.
1. Such services include, but are not limited to, vessel discharge of wheeled units, wheeled reefer and out of gauge (OOG) storage, fumigation, rail storage, swings, isolated units, rehandles, and on-site federal examinations.
 2. These services shall first require use of PHA Terminal Use Chassis. However, PHA Terminal Use Chassis are not intended to fulfill all such uses and other on-terminal chassis demand. If PHA Terminal Use Only Chassis are not available, the ocean carrier is responsible to supply ocean carrier or designated pool chassis for such uses or other terminal chassis demand.
 3. Single-day or multiple-day chassis rental fees will be assessed for PHA Terminal Use Chassis used as provided herein. Such charges for chassis rental are for the account of the ocean carrier (note that fumigation will continued to be billed to the requestor).

Chassis Rental Fee.....\$11.94 per unit per day*

***Note: All equipment rentals are subject to sales tax and/or a fee in lieu of local sales tax (refer to [Subrule 094](#))**

SUBRULE NO. 092 – Water Charge

Original

Water will be supplied to Vessels, through hoses provided by the Vessel, at a charge of \$9.08 per 1,000 gallons plus a service charge as follows:

8 a.m. to 5:00 p.m. Monday through Friday except PHA Holidays\$63.54
(See [Subrule No. 023](#) of this Tariff 15 for list of PHA Holidays)

At all other times.....\$90.97

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SUBRULE NO. 093 – Equipment Rental Charges

Original

Note: All of the equipment rental set forth herein may be subject to sales taxes and/or Fee to the City of Pasadena in Lieu of Sales Tax: see [Subrule No. 094](#).

WHARF CRANES:

Operator furnished by User, electricity, and maintenance furnished by Port Authority.....\$1,019.80 per hour

Note 1: There are no minimum rental requirements. Fractional hours are billed in increments of five minutes, and any time in excess of said five minutes shall be rounded up to the next five minute increment.

GANG DETENTION EXPENSES:

Gang detention expenses caused by Wharf Crane failure will be administered on the following basis:

1. The Port Authority will not credit the first half hour of gang detention expenses, whether continuous or cumulative.
2. After the first half-hour of gang detention, the Port Authority will credit, upon application, the Vessel Operator's account at the rate of \$211.58 per five minute increment for each five minute increment of each gang which is eligible for a credit for gang detention expenses. Any time in excess of a five minute period which is not a full five minutes will not be credited. The time for each container gang which is entitled to credit for gang detention expenses shall be computed separately and shall not be cumulated. All applications for gang detention must be received within six months of Vessel completion. Applications received after six months will be denied. In the event any party other than the Vessel Operator may be entitled to credit or reimbursement for gang detention expenses, that party shall make application to the Vessel Operator, who shall be solely responsible for issuing such credit or reimbursing such expenses to the requesting party.
3. No credits be given for (1) Wharf Crane failure brought about by abuse by the User of the Wharf Crane; (2) Yard Crane failure, yard congestion, or other operational terminal delays; (3) Area power failures; or (4) Acts of God.
4. In addition to gang detention expenses reimbursement, the Port Authority will reimburse Vessel Operators, upon application and satisfactory documentation, for labor gang costs under the following conditions:
 - A. The assigned Crane is unavailable at Vessel startup due to mechanical failure and no replacement Crane is available; or
 - B. Crane fails to perform a single move because of mechanical failure at start of Vessel operations and no replacement Crane is available; or
 - C. Crane suffers mechanical failure prior to Vessel starting work and is taken out of service after the cutoff for the Stevedore to cancel ordered labor.

Crane failures at mid-shift or reorder times are not eligible for this reimbursement. All applications for such reimbursement must provide payroll backup to justify a claim for such reimbursement and will be reviewed and approved by Terminal management prior to payment. All applications for such reimbursement must be received within six months of Vessel completion. Applications received after six months will be denied.

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SUBRULE NO. 093 – Equipment Rental Charges – (Continued) **Original**

YARD TRACTOR AND CHASSIS:

Operator furnished by User, maintenance and fuel furnished by Port Authority. (See Notes 1 & 2)
When equipment is available:

Yard Tractor Only	\$46.80 per unit per hour
Chassis Only	\$12.23 per unit per hour
Mafi attachment.....	\$20.51 per unit per hour

Note 1: Billing is based on one-hour minimum and rounded off to next full hour of usage.

Note 2: Damage of equipment arising out of neglect, improper use, or abuse will be repaired by Port Authority and the cost of the repair, plus 20%, will be for the account of and billed to the User.

LIFT TRUCK WITH TOP ATTACHMENT:

Operator furnished by User, maintenance and fuel furnished by Port Authority.

Loaded container lift machine with top attachment.....	\$299.95 per hour
Empty container lift machine with top attachment.....	\$225.43 per hour

Billing based on one-hour minimum and rounded to next full hour.

EQUIPMENT YARD SLOT RENTAL:

Licensed Bayport Container Terminal Stevedores, Freight Handlers, and/or Equipment leasing companies with demonstrated service may lease slots in the Bayport Container Terminal equipment storage yard for the storage of stevedore trucks, chassis, gear boxes, fuel trucks, and similar equipment. Space is limited and assignments will be approved subject to terminal needs at the discretion of Terminal management.....\$33.27 per slot per month.

80 TON CAPACITY MOBILE CRANE:

Operator, maintenance and fuel furnished by Port Authority

	<u>Straight Time</u>	<u>Overtime</u>
Two Part Line	\$376.28 per hour	\$447.28 per hour
Four Part Line	\$412.87 per hour	\$494.00 per hour

Minimum Charge: Ninety minutes straight time at hook.
Three hours overtime at hook

Note: Fractional hours are billed in increments of fifteen minutes, and any time in excess of said fifteen minutes shall be rounded up to the next fifteen minute increment.

RTG CONTAINER CRANE:

When available, an RTG container crane shall be rented at \$441.10 per unit per hour. There are no minimum rental requirements. The costs for fractional hours shall be calculated in the same manner as set forth above for Wharf Crane.

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SUBRULE NO. 094 – State Sales Taxes and Fees on Equipment Rentals

Original

The Port Authority shall assess and Users shall pay, on equipment rentals, all sales taxes that may be required by state government laws and regulations and a fee in lieu of local sales tax in the amount of two percent (2%) as may be required by local government contract.

SUBRULE NO. 095 – Free Time; Demurrage; Export Storage Charges

Original

FREE TIME FOR LOADED IMPORT CONTAINERS

Loaded import containers shall be stored free of charge for seven (7) days, except that any unit requiring delivery and receipt to authorized Bayport Container Terminal freight handler for U. S. Customs examination and/or any unit requiring USDA inspection shall be stored free of charge for an additional three (3) days for a total of ten (10) days. Free time will begin with the first 6:00 a.m. after receipt.

DEMURRAGE RATES FOR LOADED IMPORT CONTAINERS

After expiration of free time, any container 20' in length will be charged \$45.29 per day, excluding days when truck gates are closed for scheduled terminal closures.

After expiration of free time, any container 40' in length or greater will be charged \$90.58 per day, excluding days when truck gates are closed for scheduled terminal closures.

IMPORT DEMURRAGE CREDIT

Any occurrence which results in the Port Authority's inability to provide container services for 24 consecutive hours or more will result in a demurrage credit of one day, upon application, to the steamship line's account for affected loaded containers. Additional credit(s) shall be given if the closure or other occurrence continues for any further 24 consecutive hour periods. All applications for demurrage credit must be received within six months of the occurrence. Applications received after six months will be denied. (When applying for credit, the individual steamship line must include Vessel name, voyage number, date of occurrence and type of occurrence).

EXPORT STORAGE

Loaded export containers delivered to the terminal more than seven (7) days ahead of their Vessel's expected arrival date will not be accepted into the terminal. No more than 2 vessels in the same liner service may have their cargo stored on terminal at any given time, unless exception is provided by Terminal Management. Export containers will be assessed an export storage fee of \$191.84 per unit any time a unit has been stored for greater than seven (7) days and departs on a different Vessel or outbound carrier. Additional export storage fees of \$191.84 per unit shall be assessed each time the container storage has exceeded the preceding seven (7) days period of storage. The initial seven (7) day period will begin with the first 6:00 a.m. after receipt. Loaded export containers will also be assessed a rehandling charge (see [Subrule No. 091](#)) whenever a unit already received into the terminal is rolled to a different liner service and requires repositioning in the terminal.

EXPORT STORAGE FOR TRANSSHIPPED CONTAINERS

Prior to discharge, transshipped containers must be booked for the next Vessel scheduled to call at the terminal in the appropriate liner service. Once transshipped containers have landed, export storage fees will be assessed in the same manner as loaded export containers.

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SUBRULE NO. 095 – Free Time; Demurrage; Export Storage Charges – (Continued)

Original

EXPORT STORAGE FOR IMPORT UNITS UPDATED TO EXPORT

Export Storage fees will be assessed to all units updated from Import to Export. Calculation will begin with the first 6:00 am after discharge from the Import vessel. Rehandle charges will also apply for units moved to the appropriate Export yard location.

FREE TIME FOR EMPTY CHASSIS AND EMPTY CONTAINERS

Empty chassis and empty Containers shall be stored without charge. Space is limited and each Individual Steamship Line's allocation of empty chassis and empty Containers allowed on Terminal will be at the reasonable discretion of Terminal management.

DAMAGED EQUIPMENT POLICY

Storage of containers or chassis with major damage will not be permitted. Owners of such equipment will be notified in writing that they have five (5) days to repair or remove the equipment. If after proper notification the equipment still remains on the facility in a damaged condition, a storage charge of \$16.66 per day will be levied until the equipment is repaired/removed.

***Note: Maintenance services are available to ocean carriers on terminal from various companies who have made prior arrangements with PHA for the provision of maintenance and repair services.**

RAIL STORAGE

BAYPORT

Bayport Import units arriving to load Barbours Cut Rail Ramp will be stored free of charge at the rail ramp for 5 days, excluding weekends and holidays when truck gates are closed. Free time will begin at 0600 am after receipt and end at the dray event. After the expiration of free time, Rail storage applies per the rates below.

Bayport Export units arriving at Barbours Cut rail ramp will be stored free of charge at the rail ramp for 2 days, excluding weekends and holidays when truck gates are closed. Free time will begin at 0600 am after receipt and end at the dray event.

SUBRULE NO. 095 – Free Time; Demurrage; Export Storage Charges – (Continued)

Original

BARBOURS CUT

Loaded import units arriving at Barbours Cut via Vessel and departing Barbours Cut Rail Ramp shall have 7 days of free time. Free time will begin at 0600 am after receipt and end at the dray event. After the expiration of free time, Import Storage is assessed.

Loaded Export units arriving at Barbours Cut Rail ramp via train to load a Barbours Cut vessel shall be assessed Export Storage any time a unit has been stored greater than 7 days and departs a different vessel or outbound carrier as outlined in Tariff 14 Subrule No. 95, subject to notes below.

Note 1: At management's discretion, long dwell units may be relocated to the BCT container yard. This includes units that deramp without a booking or the associated vessel is not receiving at the time of deramp. Storage (including Rail, Export), Rail Dray, and Terminal use chassis charges will accrue.

Note 2: If the unit arrives BCT Rail ramp assigned to a vessel that is not receiving, this unit will accrue Rail Storage starting at 0600 after deramp.

Note 3: Rail operations require units to be mounted and staged on chassis. Chassis not provided by Port Houston. Swings must be identified and requested in advance of driver's arrival at the terminal. (See [Subrule No. 091](#))

Rail Storage Rates:

After the expiration of free time, rail storage charges will apply at the following rates for each container:

Days 1-3: \$120/day

Days 4+: \$180/day

SUBRULE NO. 095A – Sustained Import Dwell Fee and Excessive Import Dwell Fee

Original

SUSTAINED IMPORT DWELL FEE

1. Commencement of Fee. The Sustained Import Dwell Fee will take effect for loaded import containers located on Terminal upon the effective date hereof and shall continue in effect thereafter, except as provided below.
2. Amount of Fee. Commencing on the eighth day after expiration of free time (whether or not the commencement of such free time predates the effective date of the Sustained Import Dwell Fee), any such unit will be charged \$61.42 per Gate Day.
3. In Addition to Demurrage. The Sustained Import Dwell Fee will be charged in addition to the demurrage for loaded import containers provided for in [Subrule 095](#).
4. Payment. Accrued Sustained Import Dwell Fee charges assessed against a unit must be paid before it leaves the Terminal gate.
5. Temporary Cessations of Fee Accrual.
 - a. Sustained Import Dwell Fees will not continue to accrue during the period that the Excessive Import Dwell Fee is in effect. The Sustained Import Dwell Fee would again be charged on loaded import containers on Terminal beginning the first day after the Excessive Import Dwell Fee is no longer in effect.
 - b. Accrual of Sustained Import Dwell Fees may be suspended during a period of which the PHA determines that their assessment is not incentivizing the movement of loaded import containers.

EXCESSIVE IMPORT DWELL FEE

1. Commencement of Fee. The Excessive Dwell Fee will take effect for loaded import containers located on Terminal following thirty days public notice of commencement thereof. The Excessive Import Dwell Fee will continue in effect thereafter for at least sixty days.
2. Fee Amounts. During the applicable period set forth below after the expiration of free time (whether or not the commencement of such free time predates the effective date of the Excessive Import Dwell Fee), any such unit will be charged as follows:
 - a. 1-3 Gate Days after the expiration of free time: \$68.25 per Gate Day
 - b. 4-7 Gate Days after the expiration of free time: \$102.37 per Gate Day
 - c. 8-13 Gate Days after the expiration of free time: \$136.49 per Gate Day
 - d. 14 or more Gate Days after the expiration of free time: \$204.75 per Gate Day

As used in this [Subrule 095A](#), "Gate Days" refers to all days other than days when Terminal truck gates are closed for scheduled terminal closures.

3. In Addition to Demurrage. The Excessive Import Dwell Fee will be charged in addition to the demurrage for loaded import containers provided for in [Subrule 095](#).
4. Payment. Accrued Excessive Import Dwell Fee charges assessed against a unit must be paid before it leaves the Terminal gate.
5. Temporary Cessations of Fee Accrual. Accrual of Excessive Import Dwell Fees may be suspended during a period for which the PHA determines that their assessment is not incentivizing the movement of loaded import containers

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SUBRULE NO. 095A – Sustained Import Dwell Fee and Excessive Import Dwell Fee – (Continued) Original

LIABILITY FOR SUSTAINED IMPORT DWELL FEE AND EXCESSIVE IMPORT DWELL FEE

The owner of the cargo and its authorized agent will be jointly and severally liable for payment of the charges set forth in this subrule, and storage of the cargo on the Terminal shall be deemed an acceptance and acknowledgement of this liability. The payment guarantee provisions of [Subrule No. 058 Paragraph 3](#) shall not apply to assessment and collection of Sustained Import Dwell Fees and Excessive Import Dwell Fees.

SUSTAINED IMPORT DWELL FEE AND EXCESSIVE IMPORT DWELL FEE CREDIT

Any occurrence which results in the Port Authority's inability to provide container services for 24 consecutive hours or more (omitting scheduled terminal closures) will result in a credit of one day, upon application, to the cargo owner's account for affected loaded containers. Additional credit(s) shall be given if the closure or other occurrence continues for any further 24 consecutive hour periods. All applications for this credit must be received within six months of the occurrence. Applications received after six months will be denied. (When applying for credit, cargo owner or its authorized agent must include container number, date of occurrence and type of occurrence).

SUBRULE NO. 096 – Loaded Throughput and Empty Handling Charges Original

Users (including Individual Steamship Lines) that do not have contracts setting forth alternative loaded throughput charges and empty handling charges (Throughput) shall pay the following charges for loaded and empty containers moving through Bayport Terminal, at the following rates:

Loaded Throughput Charge
\$131.47

Empty Handling Charge
\$44.68
(Not including gate charge – See [Subrule No. 088](#))

SUBRULE NO. 097 – Shed and/or Wharf Use Hire; Dockage Rates on Vessels Engaged in All Trades **Original**

1. Applicability of shed and/or wharf use hire charge. Shed and/or wharf use hire shall be applicable as a onetime only charge when Vessels load or discharge non-containerized cargo of 100 tons or more and utilize the wharf and/or one or more sheds for the assembly or distribution of such cargo. Shed and/or wharf use hire shall not be charged to either Bayport Container Terminal Container Liner Services or Bayport Container Terminal Container/RORO Liner Services calling at least once a month.
2. Amount of Shed and/or Wharf Use Charge. The amount of the shed and/or wharf use charge shall be equivalent to the first day's dockage charge.
3. Applicability and Amount of Dockage Charges. Dockage charges are applicable on all Vessels, and the daily rates are set forth in the table below. The rate to be applied will be determined by multiplying the Length Overall (LOA) in feet by the rate in cents per foot or per meter. The table establishes the dockage charge per 24 hour day and the minimum charge shall be one day; for periods in excess of one day see notes below. If there are differences in rounding between dockage in feet versus dockage in meters, the charge for dockage in feet shall prevail. The computation of rates is further subject to all of the provisions set forth in this subrule.

Dockage Based on Length in Feet		
LOA Equal or Over Feet	LOA Less than Feet	Rate Per Foot
000	200	\$3.76
200	300	\$4.52
300	350	\$4.52
350	400	\$5.07
400	450	\$6.66
450	500	\$6.86
500	550	\$9.17
550	600	\$9.34
600	650	\$10.66
650	700	\$10.84
700	800	\$13.83
800	900	\$16.62
900	And Over	\$19.90

Dockage Based on Length in Meters		
LOA Equal or over Meters	LOA Less than Meters	Rate Per Meter
0.00	60.96	\$12.30
60.96	91.44	\$14.83
91.44	106.68	\$14.83
106.68	121.92	\$16.64
121.92	137.16	\$21.93
137.16	152.40	\$22.57
152.40	167.64	\$30.22
167.64	182.88	\$30.63
182.88	198.12	\$34.98
198.12	213.36	\$35.58
213.36	243.84	\$45.43
243.84	274.32	\$54.58
274.32	And Over	\$65.32

When there are minor differences in rounding between dockage in feet versus dockage in meters, the charge for dockage in feet shall prevail.

- a. A period for the purpose of billing is twenty-four hours of uninterrupted berth occupancy from the time of dockage. The first twenty-four hour period shall be billed at the full rate for that period whether or not the Vessel leaves the berth before the expiration of twenty-four hours. After the first twenty-four hour period, any period of 12 hours or less shall be billed at one-half the applicable rate; any period in excess of 12 hours, whether or not the Vessel occupies the berth for the full succeeding twenty-four hour period, shall be charged at the applicable rate for a full twenty-four hour period.

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**SUBRULE NO. 097 – Shed and/or Wharf Use Hire; Dockage Rates on Vessels
Engaged in All Trades – (Continued)**

Original

- b. The rates for dockage after the first twenty-four hour period are as follows: second twenty-four hour period, same as first twenty-four hour period; third twenty-four hour period, ninety percent of first twenty-four hour period; fourth twenty-four hour period, seventy-five percent of first twenty-four hour period; fifth twenty-four hour period, sixty percent of first twenty-four hour period; sixth and succeeding twenty-four hour periods, fifty percent of first twenty-four hour period.
4. Long Term Dockage Charges. Long-term dockage rates will be handled in each case by Terminal management, upon application in advance.
5. Night Transits. To reduce night transits on the Houston Ship Channel and enhance safety, Vessels will be allowed to dock without charge from 1800 hours to 0600 hours. However, if Vessel cargo operations begin before 0600 hours, then normal dockage charges will apply starting at the docking time. If no Vessel cargo operations begin before 0600 hours, then dockage charges begin at 0600 hours.
6. Vessel Length. Dockage shall be charged on the overall length of the Vessel as shown in Lloyd's Register of Shipping. If length is not shown in Lloyd's Register, the Ship's Certificate of Register showing length will be accepted. In all cases, the Port Authority reserves the right to measure any Vessel when deemed by it to be necessary and to use such measurements as the basis of the charge. When necessary to measure a Vessel, the linear distance in feet shall be determined from the most forward point on the bow of the Vessel to the after-most part of the stern of the Vessel, measured as parallel to the base line of the Vessel.
7. Shifting.
- a. Dockage shall be charged on the basis of uninterrupted straight running time while at any Port Authority wharf. Shifting of a Vessel (except barges) from one Port Authority wharf directly to another Port Authority wharf will not interrupt the straight running time except as noted below.*
- *Note: Shifting to a Port Authority wharf at Public Grain Elevator No. 2 at Woodhouse Terminal, Bulk Materials Handling Plant, Sims Bayou, or San Jacinto Barge Terminal will interrupt the straight running time and result in the commencement of a new time period for assessments of dockage charges.
- b. If a vessel shifts from a Port Authority wharf to a non-Port Authority wharf, the vessel voyage will be deemed completed for purposes of calculating dockage charges, and the vessel's subsequent arrival at any Port Authority wharf will result in the commencement of a new time period for assessment of dockage charges.
8. Exemptions.
- 1) Government Vessels visiting the Port of Houston as a part of celebrations, at the discretion of the Executive Director;
 - 2) Pleasure craft not carrying passengers for hire, docking solely to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by the Executive Director.

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SUBRULE NO. 097 – Shed and/or Wharf Use Hire; Dockage Rates on Vessels Engaged in All Trades – (Continued) **Original**

9. Special Rules and Charges During Waterfront Strike or Work Stoppage of Waterfront Labor.

When due to a general waterfront strike or work stoppage of waterfront labor engaged in handling cargo, a Vessel cannot move from berth, the dockage will be assessed at a rate of 60 percent of the normal applicable dockage rate per day during such strike or work stoppage.

SUBRULE NO. 097A – Vessels Subject of Daylight Transit Restrictions **Original**

- A. The Houston Pilots have established certain Working Rules, including Navigation Safety Guidelines, relating to restricted daylight operations of larger Vessels (as defined by those Rules) on the Houston Ship Channel during specified hours. A credit, as provided herein, will be applied to those Vessels whose operations meet the following criteria:
 - 1. The transit of such Vessel on the Houston Ship Channel was restricted to daylight hours by the Houston Pilots' Working Rules;
 - 2. The completion of such Vessel's cargo operations must fall between the hours of 4 p.m. and midnight on the day prior to the Vessel's departure from the berth or between midnight and 6 a.m. on the day of departure from the berth; and
 - 3. Such Vessel must depart the berth within 24 hours after the completion of cargo operations.
- B. The credit will equal the difference between the actual time of departure and the completion of cargo operations, not to exceed 12 hours.

SUBRULE NO. 098 – Harbor Fee **Original**

All Vessels 250 feet and over and loaded barges entering the jurisdictional limits of the Port Authority, (See [Subrule No. 054](#) of this Tariff No. 15), except as provided in [Subrule No. 100](#) below, shall be assessed a Harbor Fee to assist in defraying administrative expenses incurred by the Port Authority, as local sponsor of the Houston Ship Channel, relating to safety, fire prevention and suppression with the objective of preventing fires; aiding Vessels in distress; and aiding in the extinguishing of fire in Vessels and equipment and cargoes aboard such Vessels, upon wharves, and in other facilities in the harbor. Vessels leaving and reentering the jurisdictional limits of the Port Authority will be assessed additional harbor fees for each reentry.

Fee per Vessel

Vessel 250 and over in length including all integrated tug/barges of this overall length.....\$790.48

*Loaded Barge.....\$40.37

*This charge applies to loaded barges only, and will be assessed for each movement, including each movement to or from a barge fleeting area, within the jurisdictional limits of the Port Authority (See [Subrule No. 054](#) of this Tariff No. 15).

The fee is a charge for the Vessel owner; or towing company owner; or for the disponent owner, operator and/or charterer of the Vessel or towing company.

SUBRULE NO. 099 – Harbor Fee, Obligations of Towing Companies

Original

1. All towing companies performing towing services within the jurisdictional limits of the Port Authority (See [Subrule No. 54](#) of this Tariff No. 15) shall file a completed Towing Company Registration on a form to be supplied by the Chief Port Operations Officer or his designee. Any company performing towing services within the jurisdictional limits referred to above which fails to file a completed Registration Form with the Port Authority shall be subject to a fine of \$1,000 per day for each day it performs such towing services without having on file the completed Registration Form.
2. All towing companies performing towing services within the jurisdictional limits of the Port Authority (See [Subrule No. 54](#) of this Tariff No. 15) will be billed in accordance with [Subrule No. 098](#) for payment of Harbor Fee applicable to the towed Vessel or barge based upon daily vessel traffic information made publicly available by the U.S. Coast Guard on its website. Payment of the Harbor Fee shall be made to the Port Authority within thirty (30) days of invoice of same and any amounts outstanding or invoices remaining unpaid past the due date shall be subject to interest charges as set forth in [Subrule No. 057](#) of this Tariff No. 15. Nothing herein shall be construed to prevent towing companies from seeking recovery of Harbor Fee payments made to the Port Authority from the towed Vessel or barge for whose account the towing services were performed.
3. Towing companies may appeal assessment of the Harbor Fee within 30 days of date of invoice to the Port Authority's Fire Chief, or his designee, provided that such designee may not be the person who made the decision being appealed. In such appeal, the appellant shall have the right to present any materials or information pertinent to the matter at hand. The Port Authority in its reasonable discretion shall make a final decision that may affirm, modify, or nullify the Harbor Fee previously assessed. In the event of an appeal based upon a discrepancy between the records of the appellant and the records of the U.S. Coast Guard pertaining to appellant's movement of vessels, the records of the U.S. Coast Guard shall be determinative of the matter and the Port Authority's decision based upon such records shall be determinative and final of the matter being appealed. Failure to appeal timely shall result in waiver of the right to appeal.
4. Upon demand by the Executive Director of the Port Authority, or his designee, and upon reasonable notice, the Port Authority will have the right to inspect all books and records kept in the ordinary course of business, including tax returns, of any towing company performing towing services within the jurisdictional limits of the Port Authority. Any company performing towing services within the jurisdictional limits referred to above which fails to provide the Port Authority access to its books and records kept in the ordinary course of business within ten (10) business days of the Port Authority's request to access such records shall be subject to a fine of \$1,000 per day commencing on the eleventh business day after the Port Authority's request and continuing each day thereafter until access is granted.
5. All fees, penalties, and fines set forth in this rule may be collected by the Port Authority in any court of competent jurisdiction, and the towing company against whom a judgment is rendered shall be responsible for all court costs, including reasonable attorneys' fees.

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SUBRULE NO. 100 – Vessels Exempted from Harbor Fee

Original

1. Government Vessels not engaged in carrying cargo, troops, or supplies.
2. Private, non-commercial pleasure craft.
3. Tugboats (exception not applicable to integrated tug/barges).

SUBRULE NO. 101 – Special Charges for Services

Original

If any of the services in connection with fire prevention, suppression, and extinguishing, and aiding Vessels in distress have been rendered by the Port Authority to Vessels exempt from the payment of harbor fees as provided in [Subrule No. 100](#) above, or have been rendered for the protection of bulkheads, piers, wharves, landings, approaches, buildings, appurtenances or other property owned by third persons, the cost of such services, plus 20% shall be charged to the Vessel or to said third person property owner.

SUBRULE NO. 102 – Fire or Water Damaged Cargo

Original

Landing of fire or water damaged cargo on the facilities is a special operation, subject to special regulation by Terminal management, and subject to charges listed below:

1. Dockage and shed and/or wharf use hire shall apply on all Vessels at regular tariff rates.
2. Electric current, A. D. T. service and water charges will be quoted by Terminal management upon application for same.
3. Regular tariff charges for wharfage shall apply, subject, if applicable, to tariff provisions for cargo transshipped or reshipped.
4. Wharf demurrage rates, rules, and regulations set forth in [Subrule No. 103](#) will apply, except that after the expiration of the first seven-day period, the daily rate per ton for all subsequent days shall be double the daily rate per ton for each day of that first seven day period.
5. All car loading-unloading services will be performed at double the published tariff rate whenever the Party assigned the responsibility of providing loading and unloading service is called upon to pay double hourly rate for labor for the handling of damaged cargo.
6. All other services not covered by the regular tariff shall be subject to special contract.

SUBRULE NO. 103 – Free Time and Wharf Demurrage Charges for Non-Containerized Cargo **Original**

The following Free Time and Wharf Demurrage charges shall apply to non-containerized cargo:

1. Computation
 - a. Wharf demurrage charges will be calculated for the period that the property remains on the wharves and premises of the Port Authority.
 - b. Saturdays, Sundays, PHA Holidays and ILA Holidays will not be excluded in the computation of free time and wharf demurrage charges.
 - c. Any fractional part of twenty-four (24) hours will be counted as one day.
 - d. Any fractional part of one ton (2,000 lbs) will be counted as one ton.
2. Breakbulk Cargo NOT stuffed into Containers or Stripped from Containers
 - a. Seven days free time commences on the day cargo is placed on the premises, and charges will be invoiced by individual bill of lading lots and will be billed at the end of the calendar month, or more frequently, if deemed desirable. A final invoice will be issued on removal of property.
 - b. For Transshipped cargo, 7 days free time commences on the day the Vessel completes the discharge.
 - c. Free time will not be allowed on cargo that is not transported to or from the jurisdiction of the Port Authority via Vessel.
3. Free Time Not Allowed

Free time will not be allowed on cargo that is not transported to or from the jurisdiction of the Port Authority via Vessel.
4. Charges
 - a. Cargo remaining on premises after expiration of free time will be assessed wharf demurrage at the rate of seventy (70¢) cents per ton (2000 lbs.) per day.
 - b. Minimum charge shall be twenty dollars and twenty-nine cents (\$20.29)

SUBRULE NO. 104 – Portable Building and Cage Space Use Fee **Original**

A charge as follows will be assessed for portable building or cage space usage on terminal:

Office Space.....	\$1.17 per sq. ft. per month
Security Cage.....	\$0.40 per sq. ft. per month
Privately Owned Buildings	\$0.65 per sq. ft. per month

SUBRULE NO. 105 – Gate Security Charge **Original**

Gates which are not regularly manned for security purposes will be so manned upon application of a User on a form to be executed by the Port Authority based upon information required by the Port Authority and provided by the User. This gate is currently the gate at the Cruise Terminal. The charge for such manning shall be \$49.55 per hour, minimum charge of two hours.

SUBRULE NO. 107 – Cold Treatment Completion

Original

The following provisions apply to all Users (including but not limited to vessel operators, carriers, stevedores, and such vessel operators', carriers' and stevedores' agents, surveyors, controlled parties and representatives) importing, handling, monitoring, transporting and/or otherwise taking part in carrying out Cold Treatment of refrigerated containers at the facilities of the Port Authority.

1. Users shall comply with all federal, state, and local laws, regulations, and rules relating to the Cold Treatment of fruits, vegetables, or other articles, including all required measures to prevent reinfestation of articles and spread of pests and insects.
2. Users carrying out Cold Treatment of refrigerated containers shall satisfy all requirements of APHIS and CBP and applicable law and regulations.
3. Users shall immediately notify the APHIS PPQ and the Port Authority's designated Cold Treatment Contact if a problem or delay with (a) the container containing such articles or (b) the Cold Treatment process for such container is experienced or observed, including while the container is in transit to or from a Port Authority container storage area or while the container is in storage at a Port Authority facility, and including without limitation (a) any period in excess of one (1) hour during which the Cold Treatment process for a container is not conducted, whether intentional or not, and (b) any period in excess of one (1) hour during which the container subject to Cold Treatment is not plugged in, whether intentional or not.
4. The User's designated surveyor or other designated representative is responsible for monitoring its containers undergoing Cold Treatment. Such surveyor or representative shall retrieve the cold treatment data from each container and make such data available for review by APHIS. The Port Authority is not responsible for the retrieval of the Cold Treatment data from container, monitoring the containers, or the transmission of this data to APHIS PPQ.
5. The Ocean Carrier is responsible to ensure all containers undergoing Cold Treatment are properly plugged/unplugged including during vessel operations, and including through coordination with stevedores and outside vendors.
6. The Ocean Carrier is required to identify the cold treatment containers before arrival via Electronic Data Interchange sent to PHA.
7. Containers shall not be included on the discharge plan/instructions by the Ocean Carrier until fully released by APHIS PPQ. The Ocean Carrier may only release the cold treatment hold once APHIS PPQ confirms the container has completed the required Cold Treatment or has the approval to discharge for continuation or retreatment. The Ocean Carrier shall add a cold treatment unit to the discharge plan once the unit is fully released or has approval to discharge for continuation or retreatment, not prior.
8. APHIS PPQ shall be permitted to inspect and sample containers and shipments undergoing Cold Treatment.
9. **USER(S) AGREE TO INDEMNIFY AND SAVE HARMLESS THE PORT AUTHORITY UNDER THIS SUBRULE FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COSTS, ARBITRATIONS, AND SUITS FOR DAMAGES OR INJURY, INCLUDING (1) THE USER'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SUBRULE OR WITH APPLICABLE LAW OR THE INSTRUCTIONS OF APHIS OR CBP, AND (2) THE PROCESSES, PROCEDURES AND/OR DELAYS OF APHIS PPQ, WHICH INDEMNIFICATION SHALL COVER COURT COSTS AND ATTORNEYS' FEES, EXCEPT FOR DAMAGES OR INJURY TO PERSONS CAUSED BY THE NEGLIGENCE OF THE PORT AUTHORITY, FOR WHICH THE PORT AUTHORITY SHALL NOT BE RELIEVED.**

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SUBRULE NO. 107 – Cold Treatment Completion – (Continued)

Original

10. Prior to the Ocean Carrier's receipt of confirmation by APHIS PPQ that the container has successfully completed the required cold treatment and instructions from Customs and Border Protection to conditionally release the container, the container remains on-hold. Following the Ocean Carrier's (1) receipt of confirmation APHIS PPQ that the container has successfully completed the required Cold Treatment and (2) receipt of instructions to conditionally release the container from Customs and Border Protection, the container may be moved to the Centralized Examination Station for government inspection.
11. Note: The Port Authority does not provide refrigerated container monitoring or plug-in services. The Port Authority is not responsible for the transmission of operating temperatures of arriving/departing temperature-controlled loaded containers, nor does the Port Authority advise Users, including truck, rail, or vessel operators of temperature settings (Users are advised that these services may be provided by outside vendors).
12. All loaded refrigerated containers are required to remain on chassis while stored at Port Authority facilities, and Port Authority terminal management retains the discretion to refuse storage to loaded refrigerated containers that are delivered without a chassis for storage of the container.

Note: "APHIS" and/or "APHIS PPQ" means the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, including the Plant Protection and Quarantine program.

"Cold Treatment" means the cold treatment of imported containerized fruits, vegetables, or other articles in refrigerated containers as approved by APHIS in strict accordance with applicable law and regulation so as to prevent reinfestation of articles and spread of pests.

As used in this Subrule, "Ocean Carrier" means and includes the carrier, vessel owner, vessel operator, ocean liner, or steamship line.

The Port Authority's Cold Treatment Contact may be contacted at the following email:
For Barbours Cut Terminal: bctyardservices@porthouston.com

For Bayport Container Terminal: bayportyardservices@porthouston.com

SECTION FOUR CONTAINS RATES, RULES, AND REGULATIONS CONCERNING FREIGHT HANDLING AND WHARFAGE AT BAYPORT CONTAINER TERMINAL.

SUBRULE NO. 116 – Handling, Loading, and Unloading of Cargo Bayport Container Terminal Original

1. Designation of persons to serve as freight handlers at unleased premises at Bayport Container Terminal.

From time to time, the Port Authority may designate persons holding a valid stevedoring license to engage in freight handling (the handling, loading, and unloading of all cargo) in areas not under lease to any third party (“unleased premises”) at the Bayport Container Terminal. No person shall engage in freight handling at the Bayport Container Terminal unless that person (a) has in effect a valid stevedoring license issued by the Port Authority and (b) has been authorized by Terminal management to operate as a freight handler in the designated areas. The Port Authority will control at all times the circumstances and conditions pertaining to the freight handling of cargo at these designated areas.

2. Termination of designation to serve as freight handler.

Permission to perform freight handling services at unleased premises at the Bayport Container Terminal may be terminated at any time, effective immediately upon written notice by Terminal management, for any reason, including but not limited to failure to comply with all obligations set forth in this and other applicable tariffs, failure to observe the maximum rates to be charged for freight handling services pursuant to this and other applicable tariffs, and delinquent behavior.

3. Standards of conduct and operation for freight handlers.

- a. All freight handlers and stevedores shall be required to adhere to the rates, rules, and regulations of this tariff in providing their services to the public. Rates and charges relating to loading and unloading contained in “Section Four: Freight Handling and Wharfage” of this tariff are maximum allowable rates that may be assessed. Freight handlers are authorized to perform loading and unloading services at rates not to exceed the published maximum.
- b. All freight handlers and stevedores shall perform their functions in a manner that (1) promotes the health and safety of persons occupying or utilizing a crane cab, shed, area, or other facility to which they are assigned, and (2) assures the cleanliness and sanitary conditions of such crane cab, shed, area, or other facility. Additionally, these functions shall be performed in a manner that pays due regard for the cleanliness and sanitary conditions pertaining to each commodity that may be handled therein or thereon, due regard being had for the nature of such commodity. To ensure that these obligations are met, and to ensure the health and safety of all personnel, the Port Authority may install video cameras, which will film and preserve a record of the use of a crane cab, shed, or other facility. Any person (a) tampering with, obstructing the use of, or otherwise interfering with the utilization of said video camera or (b) responsible for unclean, unsafe, or unsanitary conditions, may be subject to disciplinary action by the freight handler or stevedore that employs said person and that employer shall be given a citation by the Port Authority which shall provide a record of the infraction. The first citation shall be considered a warning citation; any citation in addition to the warning citation issued within 365 days of the first citation shall impose a fine of \$5,000 upon the employing freight handler or stevedore for the offense in question.
- c. In stevedoring and handling United States Department of Agriculture (“USDA”) cargoes, freight handlers and stevedores shall adhere strictly to the cleanliness and all other applicable standards required by USDA, whose regulations apply to all USDA cargoes handled at the Port of Houston.

SUBRULE NO. 116 – Handling, Loading, and Unloading of Cargo Bayport Container Terminal – (Cont.)
Original

4. Consequences of failure to observe the standards of conduct and operation for freight handlers.
 - a. Any freight handler failing to observe the standards of conduct and operation set forth above in paragraph 3 shall be deemed a “delinquent freight handler.”
 - b. The delinquent freight handler shall be given notice by the Port Authority or by the individual steamship line, or its agents, or any other party who has an interest in the condition of the designated area, shed, or other facility, to commence remedying the condition immediately and to conclude the remedial operation with all deliberate speed.
 - c. In the event the delinquent freight handler fails to proceed in the manner described in paragraph 4b above, any party, including the Port Authority and any stevedore or other freight handler who assumes the duties of the delinquent freight handler with respect to the cargo or the area, shed, or facility, shall be entitled to:
 - (i) Invoice the delinquent freight handler, or the owner of the cargo or its authorized agent for the full costs of assuming said duties, plus 20%, and
 - (ii) Additionally, invoice the delinquent freight handler, or the owner of the cargo or its authorized agent for all clean up or other necessary services rendered under the provisions of this or any other applicable tariff.
 - d. All invoices issued pursuant to paragraph 4c above shall be paid promptly, provided that the delinquent freight handler or the owner of the cargo or its authorized agent shall be entitled to contest an invoice of a third party (that is, stevedore or other freight handler) with respect to necessity for the service or the amount charged, by written submission to Terminal management of the Port Authority, whose decision shall be final.

SUBRULE NO. 116 – Handling, Loading, and Unloading of Cargo Bayport Container Terminal – (Cont.)
Original

5. Prohibition of transfer, assignment, or use by non-designated party of freight handling designation.

A freight handling designation shall not be transferred, assigned, or otherwise used by anyone other than the freight handler who has been designated by the Port Authority. Any freight handling designation shall automatically terminate on the date and time of any attempted transfer, assignment, or use of the designated premises by another person or entity, unless the Port Authority has consented in writing thereto

6. Direct rail car or truck to Vessel and direct Vessel to rail car or truck.

- a. Shipments, export or import, must have been booked for direct delivery to Vessel or land carrier. On import shipments, the customs broker's delivery instructions must specify "direct discharge" and, on export shipments, the freight forwarder's confirmation of booking must specify "direct loading." Copies of these orders must be provided to the Bayport Container Terminal management.
- b. Shipments, export or import, requiring a crane or cranes to transfer from land carrier to Vessel's rolling equipment (mafi, flat, flatrack, bolster, half high, pipe rack, etc.) or from Vessel's rolling equipment to land carrier, shall be considered, and treated as, direct delivery cargo.
- c. Shippers and receivers requesting direct loading and direct discharge must coordinate with and have concurrence of the Vessel representative and stevedore, and all direct handling must be performed while the Vessel is occupying the working berth.
- d. Freight handling charges as set out in Tariff Nos. 8 and 15 are not applicable to shipments handled direct to or from Vessels, and such charges shall not be assessed.

7. Charge for cargo handled at unleased premises.

All cargo handled by a freight handler on unleased premises at Bayport Container Terminal will be charged two dollars and fifteen cents (\$2.15) per Ton of cargo handled. This charge will not be applicable to rolling stock, self-loaded or self-unloaded cargo, or cargo received or delivered for which no loading or unloading services are performed by the freight handler. The freight handler will submit to the Port Authority, within ten (10) days following the end of each month, a report summarizing tonnage and activity for the preceding month, including copies of all service work orders, consecutively numbered with all numbers to be accounted for.

SUBRULE NO. 117 – Reserved

Original

SUBRULE NO. 118 – Receipts for Cargo from Steamship Companies

Original

Steamship companies shall receipt daily for cargo placed on the terminal by Port of Houston Authority's designated freight handlers in their capacity as unloader of railroad cars, motor vehicles, or other conveyances delivering cargo to Port Authority transit sheds and wharves, and steamship companies shall be responsible for such cargo from time of placement on the terminal by the designated freight handlers.

Cargo placed on the terminal between 8:00 A.M. and 5:00 P.M. shall be receipted for promptly on the day it is unloaded, and prior to 6:00 P.M. Cargo placed on the terminal after 5:00 P.M. and prior to 8:00 A.M. shall be receipted for not later than the following 9:00 A.M.

SUBRULE NO. 119 – Fuel Surcharge Calculation

Original

For the purpose of offsetting variations in the price of diesel fuel, freight handlers will collect a fuel surcharge on all cargo that is subject to loading and unloading charges published in this Tariff in accordance with the following schedule:

Average national retail price for a gallon of diesel fuel	Fuel Surcharge Percentage
Less than \$2.00	0%
Equal to \$2.00 and less than \$2.25	2.25%
Equal to \$2.25 and less than \$2.50	2.50%
Equal to \$2.50 and less than \$2.75	2.75%
Equal to \$2.75 and less than \$3.00	3.00%
\$3.00 and Over	3.25%

1. The fuel surcharge is determined by the weekly average national retail price of diesel fuel published by the Department of Energy. The fuel surcharge is the percentage in effect on the day of loading or unloading of the freight.
2. The applicable percentage will be applied to freight handlers' invoiced loading and unloading charges.
3. The fuel surcharge is to be assessed in addition to all other applicable loading and unloading charges.

Exception: The fuel surcharge will not be applicable to cargo that is self-driven or self-loading or unloading.

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
	M/T	S/T	M/T	S/T	
SUBRULE NO. 120	Original				
All commodities not otherwise specified	4309	3908	543	492	
When Unitized units not exceeding 25 feet in length (will not apply where other specific unitized provisions are applicable) in a manner to permit handling by lift truck equipment (See definition of Unitized):	See Specific Commodity Rate and Note 2				
<u>Weight per unit including pallet or skid:</u>					
227 kg. - 453 kg.	2992	2713	See Specific Commodity Rate and Note 2		
500 lbs. - 999 lbs.					
454 kg. - 725 kg.	2850	2584			
1,000 lbs. - 1,599 lbs.					
726 kg. - 907 kg.	2543	2311			
1,600 lbs. - 1,999 lbs.					
908 kg. - 2,722 kg.	2313	2095			
2,000 lbs. - 6,000 lbs.					
Over 2,722 kg.	2008	1821			
Over 6,000 lbs.					
All commodities heavy lift Cargos(Note 1)					
All commodities not otherwise specified, in drums, when handled with drum handling attachment lift truck equipment:	See Specific Commodity Rates		See Specific Commodity Rates		
<u>Weight based on drum handling attachment capacity of two drums:</u>					
227 kg. - 453 kg.	3090	2803	See Specific Commodity Rates and Note 2		
500 lbs. - 999 lbs.					
454 kg. - 725 kg.	2920	2647			
1,000 lbs. - 1,599 lbs.					
726 kg. - 907 kg.	2509	2275			
1,600 lbs. - 1,999 lbs.					
908 kg. - 2,722 kg.	2283	2072			
2,000 lbs. - 6,000 lbs.					
Refer to Subrule No. 152 for container rates.					

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
SUBRULE NO. 120 - (Continued)	Original	M/T	S/T	M/T	S/T
All commodities, heavy lift charges.....(Note 1) All commodities not otherwise specified, in woven polypropylene or other suitable shipping bags fitted with loops on top of bag in a manner to permit handling by lift truck equipment: All commodities not otherwise specified, in woven polypropylene or other suitable shipping bags fitted with loops on top of bag in a manner to permit handling by lift truck equipment: <u>Weight per unit including shipping bag:</u> 907 kg. - 2,722 kg..... 2,000 lbs. - 6,000 lbs.		See Specific Commodity Rates		See Specific Commodity Rates	
All commodities, not otherwise specified, in bulk through pipeline, including to or from Vessels moored on offshore side.....		None	None	184	168
Exception 1: Bunker fuel and lubricating oils for Vessels, in bulk		None	None	40	-
Exception 2: Vessel waste products, i.e. oily waste, waste water (slops).....		None	None	37	-
All commodities coming to rest on the wharves (exclusive of transshipment), received for Vessel or discharged from Vessel on wharf without prior or subsequent unloading/loading services will be assessed a charge of .38¢ cwt for receiving or delivery cargo without loading and unloading.					
Note 1: If any package or piece in any shipment weighs more than 10,000 pounds, it shall be subject to the following charges per net ton which will apply <u>in addition</u> to the loading and unloading charges shown herein:					
Over 5 short tons and up to 20 short tons, inclusive.....\$5.74 Over 20 short tons and up to 35 short tons, inclusive.....\$9.02 Over 35 short tons and up to 100 short tons, inclusive.....\$17.20 Over 4.54 metric tons and up to 18.14 metric tons, inclusive.....\$6.32 Over 18.14 metric tons and up to 31.75 metric tons, inclusive.....\$9.94 Over 31.75 metric tons and up to 90.72 metric tons, inclusive.....\$18.95					
When there are minor differences in rounding between heavy lift charges in short tons and kilo tons, short tons shall prevail.					
Note 2: When there is not a specific commodity wharfage charge provided in this tariff, use "All Commodities," N.O.S.					
Agricultural Implements – (See Subrule No. 148)					
SUBRULE NO. 121	Original	M/T	S/T	M/T	S/T
Aircraft and Aircraft Parts		5425	4922	543	492
Automobiles (See Subrule No. 148)					
Refer to Subrule No. 152 for container rates.					

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal	
	M/T	S/T	M/T	S/T
SUBRULE NO. 121-A	Original			
Aluminum: Unwrought ingot or billot.....	3445	3124	366	331
SUBRULE NO. 122	Original			
Bolsters, laden with cargo, including flats, platforms, flat racks, and half high sand pipe racks: Loading or unloading when handled as one unit by lift truck equipment, maximum weight thirty-four tons	125.36 per unit		See Specific Commodity Rates	
SUBRULE NO. 123	Original			
Brass or Bronze Viz.: Anodes, Bars, Blister, Bullion, Cakes, Cathodes, Ingots, Pigs, Precipitates, Residue, Slabs, Smelter, and Sulphate	2092	1899	543	492
SUBRULE NO. 124	Original			
Buildings; prefabricated, knocked down or otherwise, and section or parts thereof	4684	4248	543	492
Burlap (See Jute, Subrule No. 133)				
SUBRULE NO. 125	Original			
Cocoa Beans, in bags	4275	3877	465	423
SUBRULE NO. 126	Original			
Copper, Viz.: Anodes, Bars, Bullion, Ingots, Pigs, Slabs, Smelter, and Sulphate	3512	3186	543	492
When Unitized units not exceeding 10 feet in length in a manner to permit handling by lift truck equipment: <u>Weight per unit including pallet or skid:</u> 227 kg. - 453 kg..... 500 lbs. - 999 lbs. 454 kg. - 725 kg..... 1,000 lbs. - 1,599 lbs. 726 kg. - 907 kg..... 1,600 lbs. - 1,999 lbs. 908 kg. - 2,722 kg..... 2,000 lbs. - 6,000 lbs. Over 2,722 kg..... Over 6,000 lbs.	2732	2477	543	492
	2470	2243	543	492
	2203	1998	543	492
	2203	1998	543	492
	1730	1572	543	492
Refer to Subrule No. 152 for container rates.				

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal	
SUBRULE NO. 127	Original		M/T	S/T
Cotton: cotton linters; cottonseed hull fibre shavings or second cut linters (square bales):	Per Bale 299		Per Bale 92	
SUBRULE NO. 128	Original		M/T	S/T
Fruits, Citrus: When unitized in units weighing not less than 726 kilos (1,600 lbs.) per unit including weight of pallet or skid and in a manner which permits handling by lift truck equipment	2008	1821	430	391
Fruits, fresh, not otherwise specified	4567	4145	430	391
SUBRULE NO. 129	Original		M/T	S/T
Agricultural Products/Milk, non-fat dried In packages weighing not less than 50 lbs. or more than 100 lbs.	2221	2013	479	433
Exceptions: Subject to 2 railcars or 4 trucks in a 4 hour labor period. Not otherwise specified, in packages	3545	3215	479	433
Grain and grain products consisting of not more than 25% of other ingredients, in bags on marine type pallets, when unloading from flatbed trucks only and subject to the following conditions shown in Notes 1, 2, and 3	1433	1299	479	433
Note 1: Subject to minimum consignments of 91 M/T (100 tons) of 1,000 kilos (2,000 lbs.) and must consist of full truckloads from one consignor at one origin to one consignee.				
Note 2: Subject to minimum of 1,361 kilos (3,000 lbs.) per pallet of minimum dimensions of 48" x 54".				
Note 3: Truck must be loaded in a manner which will permit direct side unloading with lift truck equipment; otherwise unitized rates under Item 65 on all commodities, not otherwise specified, will apply.				
SUBRULE NO. 130	Original		M/T	S/T
Insulation: Fibre glass In packages, loose	33124	30052	543	492
Refer to Subrule No. 152 for container rates.				

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
SUBRULE NO. 131	Original	M/T	S/T	M/T	S/T
Iron or Steel Articles:					
Chain Iron in Coils, Ingot, Nails in Boxes or Kegs, Pig Iron, Pipe, Railway Equipment, Wire in Coils, Staples in Boxes or Kegs....		4192	3802	526	478
Bars, Billets, and Blooms		2318	2103	526	478
<u>Steel Sheets, in Coils, Banded or Secured:</u>					
Non Skidded 227 kg. - 907 kg.....		2318	2103	526	478
Non Skidded 500 lbs. - 1 999 lbs.					
Non Skidded 908 kg. - 5,443 kg.....		2318	2103	526	478
Non Skidded 2,000 lbs. - 11,999 lbs.					
Non Skidded 5,444 kg. and over.....		2318	2103	526	478
Non Skidded 12,000 kg. and over skidded		2318	2103	526	478
Except Barge Shipments or Steel Sheets in Coils of Domestic Origin		(See above)		390	352
SUBRULE NO. 132	Original	M/T	S/T	M/T	S/T
Steel Sheets, packaged skidded		2318	2103	526	478
<u>Wire Rods, in Coils</u>					
680 kg. - 1,360 kg.		2381	2159	526	478
1,500 lbs. - 2,999 lbs.					
1,361 kg.....		2381	2159	526	478
3,000 lbs. and over					
SUBRULE NO. 133	Original	M/T	S/T	M/T	S/T
Jute, (new, used, or junk), viz.: Bags, Bagging, Carpet Backing, Cotton Bale Covering, and Burlap; in Bales or Rolls:					
<u>Weight per unit:</u>					
204 kg. - 453 kg.		2891	2623	543	492
450 lbs. - 999 lbs.					
454 kg. - 725 kg.		2696	2447	543	492
1,000 lbs. - 1,599 lbs.					
726 kg. - 907 kg.		2313	2085	543	492
1,600 lbs. - 1,999 lbs.					
908 kg. - 2,722 kg.		2125	1928	543	492
2,000 lbs. - 6,000 lbs.					
N.O.S.....		4198	3809	543	492
Refer to Subrule No. 152 for container rates.					

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
SUBRULE NO. 134	Original	M/T	S/T	M/T	S/T
Lead, in Pigs or Bars		4084	3565	543	492
SUBRULE NO. 135	Original	M/T	S/T	M/T	S/T
Livestock, viz.:		Per Head		Per Head	
Calves, Goats, Sheep, and Hogs		4343	3941	90	
Colts and Donkeys		4343	3941	174	
Horses, Mules, and Cattle		4343	3941	215	
SUBRULE NO. 136	Original	M/T	S/T	M/T	S/T
Logs, Burls, and Poles		4693	4257	543	492
SUBRULE NO. 137	Original	M/T	S/T	M/T	S/T
Lumber, all kinds (except Balsa Wood or Plywood) and Railroad Ties:					
(1) To or from railroad open top cars and open top trucks.....		4911	4454	543	492
(2) To or from closed cars and closed trucks, bundles with not less than 4 pieces to the bundle.....		6601	5532	543	492
(3) To or from railroad flatcars and flatbed trucks, banded together in units, not exceeding 20 feet in length and secured in a manner to permit handling by lift truck equipment.					
N.O.S. Rate		5050	4584	543	492
Machinery: Self-Propelled (See Subrule No. 148)					
SUBRULE NO. 138	Original	M/T	S/T	M/T	S/T
Nuts, Bolts, Washers, Screws, Staples, and/or Nails unitized					
Less than 680 kg. (1,500 lbs.)		2381	2159	543	492
1,500 lbs. and over		1730	1572	543	492
Oils, Vegetable (See Subrule No. 147)					
Refer to Subrule No. 152 for container rates.					

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Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal			
	M/T	S/T	M/T	S/T	S/T	
SUBRULE NO. 139	Original		M/T	S/T	M/T	S/T
Paper, Kraft and/or Wrapping, or Newsprint Pulpboard or Fibreboard: In rolls:						
<u>Weight per Roll:</u>						
454 kg. - 725kg.....	2509	2275	432		392	
1,000 lbs. - 1599 lbs.						
726 kg. - 907 kg.....	2273	2063	432		392	
1,600 lbs. - 1,599 lbs.						
908 kg. - 2722 kg.....	1962	1778	432		392	
2,000 lbs. - 6,000 lbs.						
Over 2,722 kg.	1853	1681	432		392	
Over 6,000 lbs.						
SUBRULE NO. 140	Original		M/T	S/T	M/T	S/T
Pipe, Tubes & Couplings, N.O.S. with Special Lining – Various; Cement, Asbestos, Fiberglass, Plastic, LUL From/to Railroad Flatcars or Flatbed trucks properly tiered in order to have free access with lift truck equipment not requiring additional labor						
	3316	3009	543		492	
SUBRULE NO. 141	Original		M/T	S/T	M/T	S/T
Plastic and Plastic Articles, including Scrap: Cellular, expanded or foamed, loose or in packages						
	7020	6367	543		492	
SUBRULE NO. 142	Original		M/T	S/T	M/T	S/T
Rails, Railway Track, Iron and Steel Fittings, unloaded from open top railway cars or trucks and when rails are loaded on car or truck with 3 or more slats of 1 inch or more in thickness in between layers of rails						
	3894	3534	543		492	
SUBRULE NO. 143	Original		M/T	S/T	M/T	S/T
Refrigerated Commodities, all kinds, except as noted						
	6054	5490	527		478	
SUBRULE NO. 144	Original		M/T	S/T	M/T	S/T
Sugar, Crude, Raw or Refined, or Glucose, Dextrose or maltose, other than Liquid, in packages.....						
	4379	3973	543		492	
Refer to Subrule No. 152 for container rates.						

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ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.						
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal			
SUBRULE NO. 145	Original		M/T	S/T	M/T	S/T
Timbers: 6 inches by 8 inches or over, or other dimensions equaling 6 inches by 8 inches:						
(a) To or from open top cars or trucks.....	4911	4454	543		492	
(b) To or from closed cars or trucks:						
Bundled with not less than 4 pieces to the bundle	5910	5360	543		492	
Not bundled or with less than 4 pieces to the bundle	6284	5702	543		492	
SUBRULE NO. 146	Original		M/T	S/T	M/T	S/T
Tires and Tubes, Loose or in packages, except bicycle tires and tubes, compressed	5400	4898	543		492	
SUBRULE NO. 147	Original		M/T	S/T	M/T	S/T
Vegetable Oils, Viz.: Copra, Cottonseed, Linseed, Peanut, Sesame, Soya Bean, and Velvet Bean Oil; in cans, in cases, unitized to permit handling by lift truck equipment: Weight per unit including pallet or skid 907 kg. (2,000 lbs.) 2,721 kg. (6,000 lbs.).....	1167	1056	543		492	
SUBRULE NO. 148	Original		M/T	S/T	M/T	S/T
Vehicles, Machinery (Self Propelled) Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery, (Tractors, Combines, etc.) Driven On/Off land Carrier Equipment	2165	1966	1053		956	
Minimum Charge: \$102.16						
Maximum Charge: \$298.66						
Lift on or Lift Off Carrier Equipment	5951	5398	1053		956	
Knock Down, Parts	4343	3941	797		723	
Wharfage Exceptions:						
1. Agricultural Machinery.....			543		492	
2. Used Grading or Road Making Machinery being returned to the United States (Import Only).....	Apply Applicable Rates		543		492	
3. Front End Loaders with Backhoe Attachments. This wharfage rate is applicable only to single shipments consisting of 700 units or more	Apply Applicable Rates		797		723	
Refer to Subrule No. 152 for container rates.						

**PORT OF HOUSTON
TARIFF NO. 15**

Section Four: Freight Handling and Wharfage

LOADING, UNLOADING, AND WHARFAGE CHARGES					
ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.					
Commodity	Loading or Unloading Except as Noted	Wharfage Export/Import, Intercoastal Coastwise & Intracoastal			
		M/T	S/T	M/T	S/T
SUBRULE NO. 148 – (Continued) Original		M/T	S/T	M/T	S/T
Additional Charges:					
The following additional charges may apply to the handling of vehicles:					
1. A charge of \$52.79 per vehicle will be made when necessary to drain or add fuel or water, or disconnect or connect battery cable to vehicles, whether vehicles have been imported or will be exported.					
2. A charge of \$52.79 per vehicle will be made if the Customs stamped or perforated title is not surrendered to the Freight Handler at the time of delivery. (Export vehicles only.)					
3. A charge at labor cost, plus 20% for overhead, will be made for any special services required including, but not limited to, repairs, resolution of mechanical problems, battery charging, etc.					
4. Detached implements, apparatus, or attachments for vehicles will incur a separate handling charge based on the appropriate rate. However, if physically attached to the vehicle at the time of loading or unloading, it will be considered part of the unit and no additional charges will apply.					
SUBRULE NO. 149 Original		M/T	S/T	M/T	S/T
Wood, Built-Up or Combined (Plywood) Finished or Unfinished: Unitized in units not exceeding 10 feet in length in a manner to permit handling by fork lift truck equipment:					
<u>Weight per unit including pallet:</u>					
454 kg. - 725 kg.		2930	2657	543	492
1,000 lbs. - 1,599 lbs.					
726 kg. - 907 kg.		2509	2529	543	492
1,600 lbs. - 1,999 lbs.					
908 kg. - 2,722 kg.		2313	2096	543	492
2,000 lbs. - 6,000 lbs.					
In bundles or crates of not less than 4 pieces to the bundle		4343	3941	543	492
Loose or in bundles or crates of less than 4 pieces to the bundle		6593	5979	543	492
Refer to Subrule No. 152 for container rates.					

**PORT OF HOUSTON
TARIFF NO. 15**

LOADING, UNLOADING, AND WHARFAGE CHARGES					
ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
	M/T	S/T	M/T	S/T	S/T
SUBRULE NO. 150	Original				
Wood, Fibreboard, unitized in units not exceeding 10 feet in length, in a manner to permit handling by fork lift truck equipment:					
<u>Weight per unit including pallet:</u>					
454 kg. - 725 kg.	2930	2657	543	492	
1,000 lbs. - 1,599 lbs.					
726 kg. - 907 kg.	2509	2275	543	492	
1,600 lbs. - 1,999 lbs.					
908 kg. - 2,722 kg.	2313	2096	543	492	
2,000 lbs. - 6,000 lbs.					
N.O.S.....	3964	3598	543	492	
SUBRULE NO. 151	Original				
Wood pulp, wrapped in bundles.....	3009	2726	302	274	
SUBRULE NO. 152	Original				
Containers, Loaded			80.49		
Containers, Empty			17.41		
Exception 1: Containerized cargo manifested for human consumption, shipped under a USDA export program will be assessed wharfage at the rate shown by the specific commodity.					
Exception 2: Empty containers moving in intra-coastal transportation shall not be assessed wharfage charges.					
Refer to Subrule No. 152 for container rates.					