



## **MORGAN CITY HARBOR & TERMINAL DISTRICT**

# **MARINE TERMINAL OPERATOR SCHEDULE NO. 3**

(commonly, and herein, referred to as "Tariff")  
of the **Morgan City Harbor & Terminal District**

in Accordance with the Federal Maritime Commission's Rules for  
Marine Terminal Operators

—

**Note: All previous Tariffs and Tariff Rules, Regulations and  
Rates are hereby rescinded.**

**NAMING RATES, RULES, AND REGULATIONS  
FOR  
MARINE TERMINAL SERVICES**

**APPLYING AT THE  
MORGAN CITY HARBOR AND TERMINAL DISTRICT'S  
TERMINAL**

Located At

GIWW WHL mile marker 95/

Latitude 29.68'96.11" N, Longitude 91.20'15.50 W

**EFFECTIVE 1 FEBRUARY 2023**

# **REVISIONS**

<b>Document</b>	<b>Date</b>	<b>Section/Pages</b>	<b>Revised By</b>
Original Document	1 February 2023	All	MCHTD
Revision 1:			
Revision 2:			
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Revision 10:			
Revision 11:			
Revision 12:			
Revision 13:			
Revision 14:			
Revision 15:			

## **TABLE OF CONTENTS**

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<b><u>RULE</u></b>	<b><u>PAGE</u></b>
<b>SECTION I. GENERAL INFORMATION</b>	<b>4</b>
A. Introduction	4
B. Rights and Compliance	5
<b>SECTION II. ABBREVIATIONS, DEFINITIONS AND SYMBOLS</b>	<b>6</b>
A. Abbreviations	6
B. Definitions	6
<b>SECTION III. GENERAL RULES AND REGULATIONS</b>	<b>11</b>
A. General	11
B. Handling of Materials Including Freight and Cargo	12
C. Rights of the Terminal	15
D. Environmental	16
E. Vessel Mooring	17
F. Liability and Insurance	19
G. Miscellaneous Rules and Regulations	21
<b>SECTION IV. RATES, CHARGES, TERMS AND CONDITIONS</b>	<b>25</b>
A. Payment of Charges	25
B. Rates Charges and Fees	27

## Section I. GENERAL INFORMATION

### A. INTRODUCTION

1. SCOPE – The rules, regulations, conditions, rates and/or charges set forth in this Marine Terminal Operator Schedule (herein referred to as “Tariff”) shall include all facilities, roads, rail, docks, wharves, or properties owned, operated, or managed by the Morgan City Harbor and Terminal District (herein “MCHTD”) at Latitude 29.68’96.11” N, Longitude 91.20’15.50 W, GIWW WHL mile marker 95 and bearing the municipal address of 800 Youngs Road, Morgan City, LA 70380 (herein “Terminal”) .

2. APPLICABILITY - The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall apply to all vessels, agents, owners, masters, operators, truckers, rail operators, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments.

3. IMPLIED CONTRACT - Entry upon the Terminal, docking at the Terminal by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the MCHTD Tariff and related Rules and Regulations.

4. RESPONSIBILITY - Any person or persons acting on behalf of entities using the Terminal , shall be jointly and severally responsible for all payment of charges as set forth in this Tariff.

5. RISK - Persons entering the Terminal shall do so at their own risk.

6. COMPLAINTS - Shipper's requests and complaints shall be promptly and fairly considered by the MCHTD provided that they are submitted in writing to the Executive Director at the address indicated in this Tariff.

7. CHANGES - The MCHTD and its Executive Director (as authorized) reserves the right to alter, change, amend, or modify any of the provisions contained herein, upon reasonable notice to vessels and tenants using the Terminal. The date and reference to such changes shall be noted on the Revision page of this document.

8. NON-RETROACTIVE - When the action of the MCHTD is in response to a User's request or complaint and requires Tariff change, no such change will be retroactive.

9. RULE OF LAW -The laws of the United States of America and the State of Louisiana shall apply to the provisions of this Tariff.

10. CONTACTS - Morgan City Harbor & Terminal District  
PO Box 1460  
Morgan City, LA 70381  
Raymond “Mac” Wade – Executive Director  
Office: (985) 384-0850  
Email: [office@portofmc.com](mailto:office@portofmc.com)

Morgan City Harbor & Terminal District  
TARIFF NO. 3

11. HOURS OF OPERATION – The Terminal is open 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 7:30 AM – 4 PM local time Monday through Friday, excluding holidays.

12. HOLIDAYS - For the purposes of this Tariff, the holidays listed below are observed by the MCHTD, and any day celebrated as a holiday by the Governor of the State of Louisiana.

New Year's Day	January 1*
Martin Luther King Day	Third Monday in January
Mardi Gras Day	Tuesday before Ash Wednesday
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	Normally, June 19 <sup>th</sup> *
Independence Day	July 4*
Labor Day	First Monday in September
Veteran's Day	November 11`
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

\*Generally, when a holiday falls on a Saturday, the preceding Friday shall be considered a holiday and when a holiday falls on a Sunday, the following Monday will be considered a holiday.

## B. RIGHTS AND COMPLIANCE

1. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS - The MCHTD and its Executive Director reserve the right to execute supplemental or separate contracts outside of this Tariff, subject to Federal Maritime Commission Rules, Regulations, and Administrative procedures. Such contracts shall be consistent with the provisions of this Tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff.

2. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATIONS - The MCHTD, through the Executive Director, reserves the right to establish and enforce separate Rules and Regulations in addition to the provisions of this Tariff which shall apply to all Users and with the same authority and in the same manner as the Tariff.

3. RIGHT OF FINAL DECISION - In the event of a dispute regarding any of the terms and conditions as stated in this Tariff, supplemental Rules and Regulations, or supplemental contracts, the decision of the Executive Director shall be final.

4. ADDITIONAL COMPLIANCE - Users of the Terminal are subject to federal, state, and municipal regulations as applicable, as well as supplemental Terminal Rules and Regulations as established by the MCHTD or its Executive Director.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

5. SECURITY - Users are advised that certain portions of the Terminal, at certain times, are subject to the federal security regulations under 33 CFR Part 105.
6. SAFETY - Users shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.
7. LICENSE REQUIREMENT - No Person may conduct business at the Terminal without a license or permit issued by the Executive Director. The MCHTD reserves the right to issue non-exclusive Terminal Operating Permits to qualified firms handling specific cargoes.
8. ALTERATION OF BANKS, PROPERTIES OR WATERWAYS - No properties or waterways within the MCHTD shall be altered in any fashion without express permission of the Executive Director or the MCHTD.

## **Section II. ABBREVIATIONS, DEFINITIONS, AND SYMBOLS**

### **A. ABBREVIATIONS**

@	At	Lbs.	Pounds
%	Per Cent	LT	Long Ton-2,240 pounds
AM	Before noon, local time	MBF	Thousand Board Feet
COR	Certificate of Registry	NOS	Not Otherwise Specified
EA	Each	PM	After noon, local time
FMC	Federal Maritime Commission	Ro-Ro	Roll On-Roll Off
FSO	Facility Security Officer	T	Ton
FSP	Facility Security Plan	LA	State of Louisiana
Ft	Feet	USD	U.S. Dollars

### **B. DEFINITIONS**

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 CFR part 525.1(c) shall control.

1. BARGE – shall mean any non-self-propelled vessel.
2. BARREL – shall mean equivalent to 42 US gallons of fresh water.
3. BERTH - Shall mean the area of water alongside a Pier where a vessel is Docked.
4. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
5. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

6. CURRENCY - For the purposes of rates and charges as outlined in this Tariff, all rates shall mean US Dollars.
7. DEMURRAGE/PIER OR PROPERTY STORAGE – Shall mean a charge assessed against cargo which remains on the Pier or other Terminal property after expiration of the free time allowed.
8. DUNNAGE - pieces of wood, matting, synthetic material, or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
9. DOCK - Shall mean all Docks, floats, slips, wharves, ramps, Piers, bulkheads, dolphins, and sea walls owned or operated by the MCHTD.
10. DOCKAGE - Charges assessed against the vessel for the service of providing space alongside of a wharf, Pier, within a slip or adjacent seawall structure for the Docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
11. EXECUTIVE DIRECTOR - Under this Tariff shall mean the MCHTD's senior manager, or his/her designee, who is responsible for the day-to-day management of the Terminal.
12. FACILITY SECURITY OFFICER (FSO) - The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
13. FACILITY SECURITY PLAN (FSP) - The plan for Terminal security under the requirements of 33 CFR Part 105.
14. FREE TIME – The time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, truck or railcar or immediately subsequent to its discharge from a vessel, truck or railcar until such time the cargo is removed from the Terminal or associated facilities.
15. FREIGHT – Shall mean cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
16. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
17. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel's cargo handling equipment, or Terminal's cargo handling equipment, and place of rest on Dock, truck, vessel, or other conveyance.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

18. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Louisiana Department of Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
19. LICENSE - Shall mean a permit, access agreement or other document issued by the Executive Director granting permission to the licensee to conduct business at the Terminal.
20. LAYBERTHING - A vessel moored at the Pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
21. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
22. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
23. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
24. MCHTD – Shall mean the Morgan City Harbor & Terminal District, its governing authority, or its duly authorized representative, including, but not limited to, the Executive Director (the MCHTD is sometimes known as and does business as the “Port of Morgan City”).
25. OVERALL - Shall mean the greatest distance between two points either above or below the water.
26. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside Dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.
27. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
28. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
29. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
30. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.



Morgan City Harbor & Terminal District  
TARIFF NO. 3

31. PIER - The fixed structure along the water's edge to which a vessel may be tied up and moored.
32. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
33. PORT – Port shall mean all waterways within the geographical area of the Morgan City Harbor and Terminal District, as defined by Section 321 et seq. of Title 34 of the Louisiana Revised Statutes and those portion of Bayous Black, Chene, & Boeuf that the MCHTD is the Local Sponsor.
34. PROCESSED – Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
35. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
36. RO-RO RAMP -The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
37. SEAFOOD – Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
38. SLIP - A berth for smaller vessels.
39. STEVEDORE - Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
40. STRIKE STORAGE - Charge assessed against cargo remaining on the Pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
41. TENANT - Any party that leases property for exclusive or non-exclusive use at a marine facility.
42. TERMINAL- Terminal shall include all land, Docks, Piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, rail, cargo-handling equipment, property and other infrastructure associated with the marine facilities under the management and control of the MCHTD at Latitude 29.68'96.11" N, Longitude 91.20'15.50 W, GIWW WHL mile marker 95 and bearing the municipal address of 800 Youngs Road, Morgan City, LA 70380.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

43. TERMINAL OPERATOR – Shall mean the MCHTD or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal and approved to do so by the Executive Director.
44. TERMINAL OPERATOR PERMIT – A permit issued by the Executive Director to a qualified entity for operating at the Terminal.
45. TON – Measure of weight as follows:
- a. Short Ton as expressed in this Tariff shall mean 2,000 pounds US.
  - b. Metric Ton as expressed in this Tariff shall mean 2,204.6 pounds US.
46. USER – Any person undertaking operations at the Terminal, including transportation providers, Terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations at the Terminal.
47. VEHICLE – Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
48. VESSEL – Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels and boats; fishing boats; recreational boats; barges, skiffs, or similar craft; as well as public vessels and craft.
49. VESSEL OPERATOR – Shall mean the operator, agent, owner, or their designee, of a Vessel.
50. WHARF – Shall mean the cargo handling area located at the Terminal, and encompasses all that property on waterside of the Corps of Engineers MR&T Levee.
51. WHARFAGE - Wharfage is the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service. In addition, the term wharfage shall include the charge assessed against freight passing or conveyed from or to railcars
52. WHARF DEMURRAGE - See demurrage.
53. WHARF STORAGE - Charge assessed against cargo remaining on a Pier or wharf after the expiration of free time, or for providing warehousing or other uses of the Terminal for the storage of inbound, outbound, import or export cargo, with the permission of the Executive Director.

## **Section III. GENERAL RULES AND REGULATIONS**

### A. GENERAL

1. PUBLIC THOROUGHFARES - The Terminal is not a public thoroughfare and is not open to the public.

2. ACCESS TO PORT FACILITIES - The Executive Director shall at all times have the right to refuse access to the Terminal by any person or vessel or to remove, or cause to remove, any vessel, person, or cargo at any time from the Terminal. This right shall be reserved at all times to the Executive Director without responsibility for demurrage, loss, or damage when:

- a. Previous arrangements for use, space, receiving, or unloading have not been made with the Executive Director;
- b. The Vessel is unsafe or hazardous and may pose a risk to life or property;
- c. The value of the Vessel, in the opinion of the Executive Director, is less than the probable service charges and other charges related to its use of the Terminal;
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Executive Director, the circumstances then prevailing or likely to occur will prevent the Dock or Terminal facilities, or any Portion of them, from providing customary services to the public; or
- e. Persons have violated federal, state, municipal, or MCHTD regulations.

3. DAMAGE TO FACILITIES – Vessel Operators and all other Users are held liable for any damage to the Terminal resulting from their use. Vessel Operators and other Users will be held responsible for damage done to the Dock when landing, laying alongside or when leaving the Dock. The Executive Director reserves the right to repair, contract, or cause to be repaired, any and all damage to Docks, wharves, buildings, utilities, and equipment caused by Vessels, their owners and/or agents, operators, or other parties and hold them responsible for payment. Any repair charges will be billed to Users at cost plus 25%. All repairs must be reviewed and approved by the Executive Director.

In the event any damage is done to the Terminal, the person or persons responsible for said damage, or in any way involved, shall give a full report to the Executive Director giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available. The person, persons, or entity causing the damage will be held responsible for reimbursing the MCHTD for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the MCHTD, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

1. RIGHT TO REFUSE CARGO - The Executive Director shall at all times have the right to refuse to accept, receive or unload, or permit a vessel, railcar or vehicle to load or discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Executive Director by the cargo owner;
- b. Cargo not suitably packed for safe transportation;
- c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid;
- d. Cargo deemed by the Executive Director, in the reasonable exercise of his/her discretion, to be offensive, perishable, obnoxious, or hazardous.
- e. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179);
- f. Cargo, the value of which may, in the opinion of the Executive Director, be less than the probable service charges and other charges related to it;
- g. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Executive Director, the circumstances then prevailing or likely to occur will prevent the Docks or other Terminal facilities, or any Portion of them, from providing customary service to the public;
- h. Cargo not properly labeled;
- i. Cargo beyond the acceptable, stated weight;
- j. Cargo not properly packaged or contained;
- k. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
- l. Cargo of a nature that may create a safety concern for the MCHTD or when the Terminal is not properly equipped to handle such cargo.

2. OFFENSIVE FREIGHT - Hazardous or offensive freight, which, by its nature, is likely to damage freight or the Terminal is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of the cargo owner.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

3. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO - The Executive Director may move or remove Cargo from and within the Terminal to safeguard life and property, for the convenience of the Executive Director, or if freight remaining on wharf or wharf premises remains after expiration of free time. Freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, vessel operator, or carrier as responsibility may appear.

4. ACCESS TO CARGO RECORDS – The vessel operator will be required to allow the Executive Director to have access to the manifest of cargo, loading list, or other transportation documents at the earliest time that such documents are available and no later than 48 hours prior to the time that cargo and/or passengers are to be loaded to or discharged from a vessel. Such documents must be provided for the purpose of supervising the proper use of the Terminal and obtaining the data necessary to permit the correct determination of charges. Any such information shall not be disclosed to any person other than the MCHTD, unless a formal Public Records Request is received by the MCHTD and a legal determination is made which requires the release of this information.

5. STORAGE LOCATION - The MCHTD reserves the right at its option to require the cargo owner to store in a public warehouse, or to move to another location on the Terminal at the entire risk and expense of the cargo owner, all cargo which is not removed at the expiration of the prescribed free time. The MCHTD shall have a lien on such cargo for all charges due.

6. ABANDONED CARGO OR EQUIPMENT - If cargo (such as damaged or unsaleable cargo) or equipment is abandoned and left upon the Terminal, the cargo owner will be responsible for removal of such cargo at its own expense and for reimbursement to the MCHTD if any wharfage, demurrage, or other charges have accumulated. The Executive Director may, at his/her discretion, require a delay in departure of the vessel until such cargo or equipment has been removed, and all accrued charges have been paid in full. Cargo or equipment abandoned on the Terminal may be disposed of in a manner determined by the Executive Director including disposal or sale of the cargo or equipment as appropriate.

7. HAZARDOUS CARGO - Notice shall be given to the Executive Director of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of Docks. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

8. EXPLOSIVES AND DANGEROUS OR OBNOXIOUS CARGOES - No gunpowder, explosives or other dangerous or obnoxious cargoes listed in USDOT Hazard Classification System Classes 1 through 9 inclusive shall be discharged or loaded upon the Terminal except by written permission of the Executive Director. Firearms, civilian

Morgan City Harbor & Terminal District  
TARIFF NO. 3

or military, and military equipment shall be considered as dangerous cargo under this item.

9. EXPLOSIVES OR VOLATILE CARGO PERMIT – the following shall apply:

- a. The acceptance, handling, or storage of explosives, highly flammable, corrosive, highly volatile material shall be subject to special arrangements with and permission of the Executive Director and governed by rules and regulations of Federal, State, local authorities, and the Rules and Regulations of the MCHTD.
- b. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes through the Terminal shall be made to the Executive Director. Such application shall, at a minimum, include the following information:
  1. Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency;
  2. Description of the cargo, including DOT Hazard Classification System Class 1 through 9 designation;
  3. Amount of cargo, including the number and weight of packages or containers;
  4. Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency;
  5. Copies of all relevant DOT shipping documents specifying the shipping name of the cargo, hazard class or division thereof, packing group, and emergency response requirements; and
  6. Copies of relevant documentation for cargoes comprised of firearms, firearms components, and/or military equipment, including required End-User Certificates, along with relevant shipping and clearance documents.
- c. All explosives or other dangerous or obnoxious cargoes, if permitted to be loaded or unloaded at the Terminal, shall be clearly labeled in accordance with all applicable Federal, State, and Municipal laws and regulations governing the transportation, storage, and handling of hazardous cargoes.
- d. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the State of Louisiana, the City of Morgan City, and other proper and competent authorities.
- e. If handling is permitted, cargo of class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids, or poisons, for loading to or discharging

Morgan City Harbor & Terminal District  
TARIFF NO. 3

from a vessel, shall not be allowed on the Terminal until it can be loaded aboard a vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel. The Executive Director shall be notified as far in advance as possible of the date and time of receiving such cargo, in order that a suitable location may be designated for a temporary place of rest for such cargo pending loading and removal from the Terminal. Such notification shall include any special provisions for cargo handling and security, the cost of which shall be the responsibility of the vessel or owner. Inbound, such cargo shall be removed from the Terminal forthwith on the day it is discharged.

- f. The Executive Director may require the vessel operator and/or cargo owner to employ special watchmen or security at their expense, to watch over any dangerous cargo on the Terminal when in the judgment of the Executive Director such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the cargo has been removed from the Terminal.
- g. In the event of spillage, breakage, release, fire, or other emergency event, the Vessel Operator and/or Cargo Owner of the dangerous cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use.

10. OWNERS RISK - Glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for breakage, leakage, or chafing. Freight subject to damage due to extremes of temperature will be accepted only at Cargo Owner's risk. Freight in open storage on wharf platforms or ground is at Cargo Owner's risk for loss or damage. Timber and logs or lumber rafts, and all watercraft, if and when permitted by the Executive Director to be moored in slips at fleeting areas, moorage dolphins, at wharf, or alongside vessels, are at Cargo Owner's and/or Vessel Operator's risk for loss or damage.

11. LIVESTOCK - The acceptance and handling of livestock shall be subject to special arrangements with the Executive Director, and governed by rules and regulations of Federal, State, and local authorities.

12. OVERWEIGHT CARGO - Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

### C. RIGHTS OF THE TERMINAL

1. RIGHT TO BOARD VESSEL AND INSPECT - The Executive Director may enter upon and inspect any vessel at the Terminal in order to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons shall hinder, molest, or refuse entrance upon such vessel for the stated purposes above.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

2. MANIFESTS REQUIRED OF VESSELS – Vessel Operators, shippers, operators, or their agents are required to furnish the Executive Director with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the Docks or other Terminal facilities. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

3. RIGHT OF TERMINAL TO MOVE RAILCARS AND/OR VEHICLES – The following shall apply:

- a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Executive Director may order any railcar or vehicle to depart the Terminal or to move to such other place as he/she directs at the expense of the owner of the railcar or vehicle.
- b. The Executive Director reserves the right to have a railcar or vehicle moved or removed at the expense of the owner of the railcar or vehicle when the order to comply is not acted upon.
- c. If any damage occurs to the Terminal as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to owner of the railcar or vehicle so moved.
- d. The Executive Director may order a railcar or vehicle to move, to such a place as directed, at the expense of the owner of the railcar or vehicle when, in the opinion of the Executive Director:
  1. It is necessary for the proper operation of the facility;
  2. There is an emergency;
  3. Terminal congestion may be ameliorated by such a move;
  4. A railcar or vehicle is offensive or hazardous;
  5. A railcar or vehicle contains hazardous cargo or cargo that is liable to damage other railcars, vehicles, cargo, and/or terminal facilities; or
  6. Any other reasonable need.

D. ENVIRONMENTAL

1. COMPLIANCE - All persons entering the Terminal shall comply with all environmental regulations of the Federal government, State of Louisiana, the Louisiana Department of Environmental Quality, the City of Morgan City, and the MCHTD.

2. RUBBISH - No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse, or other materials placed temporarily on the Terminal must, upon demand, be removed from the Terminal by the person or persons placing it there. The Executive Director reserves the right to remove or cause to be



Morgan City Harbor & Terminal District  
TARIFF NO. 3

removed rubbish at the expense of the party responsible. Rubbish may only be removed from the Terminal by contractors licensed by the Executive Director.

3. DISCHARGE OF LIQUIDS - Vessels may not discharge fluids overboard including black water, graywater, ballast water or other liquids while at the Terminal. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

4. STACK EMISSIONS - Vessels may not produce visible or noxious stack emissions at any time while alongside the Terminal.

5. DUNNAGE –

- a. All dunnage entering the Terminal utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent.
- b. If Dunnage material, packaging material, wires, bands, or refuse of any kind have accumulated on the Terminal during cargo storage, loading or unloading, the vessel operator will be held responsible for the prompt removal of such material immediately at the completion of loading, unloading, or handling operations, and such removal is to be at vessel operator's expense. If such requirement is not promptly complied with, the Executive Director will immediately remove, or cause to be removed, such material, and the expense incurred will be charged to the vessel operator or shipper.

6. HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored at the Terminal by any persons without permission of the Executive Director.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Terminal shall comply with all relevant provisions of Federal, State, Municipal, and MCHTD laws and regulations in the disposition of hazardous waste materials.
- d. Said disposition shall be in such a manner that the MCHTD shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials.

E. VESSELS MOORING

1. BERTHED - Vessels berthing at the Terminal must:

- a. Be properly managed at all times;
- b. Have available sufficient personnel and equipment to move the vessel within two (2) hours; and

Morgan City Harbor & Terminal District  
TARIFF NO. 3

- c. Meet international and Federal Security regulations and other rules including properly licensed and documented personnel.

2. APPROACH AND DEPARTURE FROM BERTHS - Vessels approaching or departing berths when passing in and out of Federal and State channels, over submerged lands outside of the immediate Terminal berths, do so at their own risk and shall not hold the MCHTD responsible for any vessel damage or casualty during such transit.

3. APPLICATION FOR BERTHING - All vessels desiring a berth at the Terminal shall, as far in advance of the date of Docking as possible, and no less than 24 hours in advance of the scheduled time of arrival, make application for berthing to the Executive Director. Applications for berthing are provided by the Executive Director on request.

4. ASSIGNED BERTH - All vessels receiving berth assignments from the Executive Director, shall Dock or fleet at their respective assigned location at the Pier and in fleeting areas, at the time and for the period stated in their application, and shall be solely responsible for making prior arrangements for Docking assistance and related services, and for notifying the Executive Director of such arrangements. Vessels berthing at the Terminal must provide confirmation of berthing to the Executive Director at least 12 hours in advance of arrival.

5. NON-INTERFERENCE - All vessels are responsible for ensuring that personnel providing Docking assistance or loading, unloading, or handling services do not interfere in any way with the rights of other Terminal users or tenants to free access or use of their pertinent leased or designated areas of the Terminal, and that such personnel exit the Terminal upon completion of the relevant services.

6. OPERATIONAL SPACE - No personnel providing Docking assistance or loading, unloading, or handling services shall be allowed to enter into or infringe upon any space upon the Pier other than that required for Docking and cargo/passenger loading and unloading, and designated by the Executive Director for such purposes. All vessel Docking, loading and unloading, embarkation and disembarkation, and departure operations shall be conducted by the vessel in a manner that will not interfere with the operation of other persons, including the movement of trucks, personnel, equipment, to or from any other part of the Terminal.

7. SCHEDULING OF VESSELS - The Executive Director reserves the right to establish vessel berthing schedules and schedules for the use of all Terminal facilities for the convenience of the Port. Application for berthing must be made at least seven (7) days in advance of vessel arrival. If there are any vessel traffic or berthing conflicts, the Executive Director shall have final authority over berthing assignments.

8. RIGHT OF TERMINAL TO MOVE VESSELS – The following shall apply:

- a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Executive Director may order a vessel or its associated barges to depart the Terminal or to move to such other place as he/she directs at the expense of the Vessel Operator.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

- b. The Executive Director reserves the right to have a vessel moved or removed at the expense of the vessel operator when the order to comply is not acted upon.
- c. If any damage occurs to the Pier or other property as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to the vessel operator.
- d. The Executive Director may order a vessel to move, to such a place as directed, at the vessel operator's expense when, in the opinion of the Executive Director:
  - 1. It is necessary for the proper operation of the facility;
  - 2. There is an emergency;
  - 3. Terminal congestion may be ameliorated by such a move;
  - 4. A vessel is offensive or hazardous;
  - 5. A vessel contains hazardous cargo or cargo that is liable to damage other vessels, cargo, or terminal facilities;
  - 6. The vessel's berthing is in conflict with another vessel who had previous arrangements; or
  - 7. Any other need.

**F. LIABILITY AND INSURANCE**

1. LIABILITY AND INDEMNITY- The MCHTD, its officers, agents, or employees (the "MCHTD Group") shall not be held responsible for injury, loss or damage by whomever causes loss or damage to vessels, persons, or cargo or to any other property in or upon, or moving or being moved over, in, through, or under the Terminal, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice, and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the extinguishing thereof; dampness; rain, floods, freezing, frost, or other action of the elements or acts of God; collapse of walls, Piers, or other structures; breakdown of plant, machinery, or equipment; damaged cargo containers or packaging; floats, logs, or pilings required to breast vessels away from wharves; sabotage, insurrection, revolution, or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of cargo.

Users also covenant and agree, at User's expense, to pay, and to indemnify and save the MCHTD Group harmless against any and all claims, demands, actions, causes of action, suits, losses and liabilities of every conceivable kind, character and nature whatsoever, regardless of by whom imposed, including, but not limited to, claims for loss or damage to any property or for injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority, arising out of, resulting from, or in any way connected with the use of the Terminal by User and/or User's vessel(s), or as a result of the handling or storing of User's product.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

2. RESPONSIBILITY FOR SAFETY, SECURITY – Vessel operators shall be solely responsible for the safety and security of its vessel(s), cargo, personnel, crew, and passengers loaded or unloaded, embarked or disembarked at the Terminal.

- a. Vessel operators shall make proper provision, in consultation with the Executive Director, for safety and security.
- b. Tenants leasing warehouse storage space or other facilities at the Terminal shall be solely responsible for the condition, safety, and security of stored goods and personnel providing services within their respective leased space.
- c. Users agree to cooperate with the Executive Director and enforce all applicable rules and regulations of the MCHTD as contained in this Tariff, or supplemental rules, regulations, or agreements, with respect to its agents, employees, contractors, guests, and invitees.

3. INSURANCE FOR SERVICES - The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Executive Director. The MCHTD shall be under no obligation to provide insurance of any type for any vessel, cargo, or liability arising out of use of the Terminal.

4. INSURANCE - The Executive Director reserves the right to request specific insurance and will request certificates for Users to confirm they have required levels to cover operations and that the MCHTD is named as additional insured. The Executive Director shall furnish the User the requirements for insurance and minimum levels required. The MCHTD can specify additional insurance for operations or Users, including requiring naming as a co-insured on policies. Requirements for Users as applicable may include but are not limited to:

- a. Workers' Compensation, including Social Security, Unemployment, and Longshore and Harbor Workers endorsements, required under all applicable Federal and State statutes and municipal ordinances for all the User's employees performing its work, in amounts established by the state of federal law, and Employer's Liability Insurance in the amount of not less than \$2 Million (\$2,000,000.00);
- b. Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody, and control) against all claims for bodily injury, death, or property damage occurring on, in, or about any vessels being loaded or discharged by a party, or Terminal Operator, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 Million (\$5,000,000.00) for each occurrence;
- c. Stevedore and Terminal Operators Liability;
- d. Property Damage Insurance;
- e. Commercial Automobile Liability;
- f. Excess Public Liability and Property Damage Liability;
- g. Protection, Indemnity and Hull Insurance with Wreck Removal rider;

Morgan City Harbor & Terminal District  
TARIFF NO. 3

- h. Marine Pollution Insurance;
- i. Cargo insurance;
- j. Warehousing Legal Liability; and
- k. Other such insurance coverage as deemed appropriate by the Executive Director.

5. FORCE MAJEURE - In the case of occurrence of unusual circumstances, without any fault of the MCHTD, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, the MCHTD shall not be held liable for any impacts on Users, vessels, persons, or cargo.

G. MISCELLANEOUS

1. VERIFIED GROSS MASS REQUIREMENTS - The MCHTD does not currently provide scale and weighing services for container, truck, or cargo weight information. All Users must comply with verified gross mass requirements as applicable.

2. CAPABILITIES - The Executive Director reserves the right to refuse to permit the handling of cargo that exceeds the maximum allowable weights on the Terminal or any Portion thereof, or is, in the determination of the Executive Director, outside of the safe operating parameters of the Terminal.

3. PIER LOADING PERMIT - A Pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the Terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

4. STEVEDORING SERVICES - The services of handling, loading and unloading, and other services not specified herein, shall be provided only by stevedores as licensed by the Executive Director for provision of those services. Handling, loading, and unloading rates are furnished upon request by the service provider.

5. MOVEMENT OF CARGO AND PERSONNEL - Temporary storage, loading, and unloading of cargo at the Terminal shall be accomplished within the free time specified in this Tariff unless written arrangements for additional time are made with the Executive Director. In addition:

- a. Embarking and disembarking of personnel shall be accomplished within the time specified in prior written arrangements made with the Executive Director. Vessel operators shall be responsible for the safety and security of personnel crossing the Pier, with pedestrian routes to be clearly designated and marked at the expense of vessels.
- b. Vessel operators and/or cargo owners are solely responsible for making any necessary arrangements for required inspections of cargo by the U.S. Customs

Morgan City Harbor & Terminal District  
TARIFF NO. 3

Service, and for bonded storage or other clearances when required. The Executive Director shall be informed of arrangements made for U.S. Customs inspection and/or bonded storage and of any requirements for cargo, personnel and equipment movements at the Terminal for such purpose.

- c. The Executive Director may bar passengers or visitors from the Terminal for the purposes of safety or security as deemed necessary by the Executive Director.

6. AVAILABILITY OF CARGO FOR DELIVERY - The Vessel operator shall be responsible for making inward or outward bound cargo on the Terminal available for delivery to consignees or the vessel. The Vessel operator shall notify the Executive Director of such arrangements for delivery of cargo to consignees, including the estimated number of trucks and the relative timing of cargo pickup/delivery by truck.

7. VEHICLE PARKING – No persons shall be allowed to park automobiles at the Terminal without express permission from the Executive Director. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MCHTD shall not be held liable for any loss or damage resulting from such parking. The Executive Director shall designate those areas at the Terminal or other MCHTD property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles. Any vehicles not properly parked in designated areas, may be towed by the MCHTD at the owner’s expense.

8. VEHICLE SAFETY - All persons operating a vehicle on MCHTD property must wear seatbelts. Vehicle speeds shall not exceed posted speeds on roads and may not exceed 10 miles per hour elsewhere on the Terminal. Vehicles may not be left idling when unattended.

9. SMOKING - There is NO Smoking allowed in any of the Terminal buildings. No smoking shall be allowed at the Terminal except in approved areas or locations specifically designated by the Executive Director for that purpose. Persons violating this rule may be barred, at the discretion of the Executive Director, from further use of the Terminal or any Portion thereof, and in addition, shall be subject to prosecution under the applicable Federal, State, and Municipal laws.

10. COATING AND HOT WORK – A Terminal Operator may make a request to perform coating, welding and/or hot work at the Terminal, at the Terminal Operator’s sole risk and responsibility, in which case the following conditions must be met:

- a. Written permission of the Executive Director is granted, whose permission does not relieve the Terminal Operator of sole responsibility for such work;
- b. The Terminal Operator submits a plan to comply with all relevant safety regulations and assumes all responsibility for such work; and
- c. The Terminal Operator complies with all provisions set forth in the prevailing Terminal Rules and Regulations, to be provided by the Executive Director.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

11. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within Terminal facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Executive Director of such arrangements.

12. REQUIRED STORAGE CLEARANCES - When storing cargo on the Terminal, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. At least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
- c. When other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at least three (3) feet in width running there from to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.
- d. A main aisle of at least twenty (20) feet in width shall be maintained on Terminal property to allow fire trucks or other emergency vehicles to have access throughout all of the Terminal.
- e. Free and unobstructed operation of all automatic operating fire gates.
- f. Free, unobstructed, and direct access to all buildings and fire hydrants by the Fire Department.
- g. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet.
- h. No cargo shall be placed or stacked on any Portion of the facility including warehouses, not approved by the Executive Director, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).

13. LIMITING WEIGHTS - Cargo must be stored or stacked so as not to exceed property weight limits as posted. In general, cargo shall be stacked or piled on the Pier or Terminal so as to produce a uniform loading.

14. COMPLIANCE FOR STORAGE - Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal, and to comply

Morgan City Harbor & Terminal District  
TARIFF NO. 3

with the regulations of the United States Coast Guard, US EPA, State of Louisiana and all cognizant regulatory agencies.

15. OPERATING AREA AS AUTHORIZED – All Users shall confine their operations to the area designated by the Executive Director, or by the terms of relevant leases. Users involved in work for a vessel or tenant may not enter or encroach upon areas designated by the Executive Director for use by other Users.

16. BARGE CLEANING - Barges required to be cleaned shall be done so at the expense of the vessel owner or representative. All other charges apply, including dockage charges.

17. HANDLING OF LOOSE MATERIAL – Any vessels, operators, or Users handling loose, granular material shall control all dust generated by such handling so that the Terminal and other tenants are not impacted. Users shall meet all prevailing safety requirements and will mitigate all potential fire, explosive, or health hazards arising from the handling of loose material.



## **Section IV. RATES, CHARGES, TERMS AND CONDITIONS**

### A. PAYMENT OF CHARGES

1. **APPLICABILITY** - All Users of the Terminal shall be subject to the following fees, terms, and conditions as published in this Tariff.
2. **PAYMENT DUE** - All payments are normally due and payable upon presentation of an invoice.
3. **CREDIT** - Any User doing business under this Tariff may apply for credit. Failure to pay credit accounts within thirty (30) days shall result in cancellation of credit privileges and the re-establishment of cash terms.
4. **DELINQUENCY** - If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.
5. **FINANCE CHARGE** - Invoices not paid within thirty (30) days are subject to a finance charge of 10% of outstanding balance per month.
6. **PAYMENT APPLICATION** - The Executive Director may apply any payment received against the oldest outstanding invoices.
7. **RESPONSIBILITY FOR PAYMENT** - The Vessel operator, shipper, operator, agent, or assigns agrees to guarantee and pay all Terminal charges which are assessed against the vessel or cargo in accordance with the terms and conditions specified in this Tariff. Agents or representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Tariff.
8. **PREPAYMENT OF CHARGES** - The Executive Director may, at his/her discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:
  - a. If written guarantee for payment of charges is not provided;
  - b. Where a party does not have approved credit;
  - c. If the parties representing a vessel have habitually been delinquent in payment of charges due; or

Morgan City Harbor & Terminal District  
TARIFF NO. 3

d. If the vessel operator or cargo owner is unknown to the Executive Director and, in the opinion of the Executive Director, prepayment is warranted.

9. COLLECTIONS - Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

10. WITHHOLDING OF CARGO - The Executive Director reserves the right to withhold delivery of any cargo until all accrued Terminal charges have been paid in full.

11. RIGHTS AGAINST VESSEL FOR NON-PAYMENT - The Executive Director reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due the Terminal.

12. DENIAL OF USE - The Executive Director reserves the right to deny anyone the use of any Terminal until all past due accounts are paid.

13. DISPOSITION OF CARGO - The MCHTD may refuse delivery or loading of cargo or passengers until all past charges have been paid.

14. ALTERNATIVE ARRANGEMENTS - The vessel operator or cargo owner may request alternative arrangements for use of the Terminal and any attendant charges or payment terms prior to the arrival of a vessel or handling of cargo to the satisfaction of the Executive Director. The Executive Director and the MCHTD are under no obligation to grant any requested alternative arrangements, and may do so at their sole discretion.

15. CURRENCY - All amounts are in United States Dollars (USD).

Morgan City Harbor & Terminal District  
TARIFF NO. 3

**B. RATES, CHARGES AND FEES**

1. RIGHT TO ADJUST RATES – The MCHTD, at its discretion, reserves the right to adjust rates on an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and Users.

2. DOCKAGE

- a. Applicability - Dockage will be assessed against the vessel, its owners, agents, or operators on the basis of the Length Overall (LOA) of the vessel for the period the vessel remains docked, moored, or fleeted at any MCHTD facility. The maximum length, published in Lloyd's Register of Shipping, or as listed on the vessel's Certificate of Registry (COR), or as measured and accepted by the Executive Director shall be used in determining the length overall for the vessel. Dockage will be assessed against the vessel, its owners, agents or operators at the rates shown below apply to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays. Per Diem Dockage charges are as follows:

Barges less than or equal to 220 feet	\$150 per diem
Barges greater than 220 feet	\$1.25 per foot per diem
All non-barge vessels:	\$1.60 per foot per diem

3. HARBOR FEE – A harbor fee charge will be assessed on all vessels docking at the Terminal. The harbor fee will be assessed once per vessel per thirty (30) days. This charge is in addition to all other charges described in this section. Vessels engaged in towing are excluded from this charge.

Vessels	\$250 per port call
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4. WHARFAGE

- a. Applicability -The following charges will be assessed against all cargo and freight, and all other materials including fuels, slops, and ballast discharged from or loaded to vessels, lighters, barges, freight cars, or trucks.
- b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Tariff, and subject to the discretion of the Executive Director. The Executive Director has final authority over how cargo is defined and the rates at which wharfage charges are assessed.
- c. Loaded vans or containers regardless of size, each \$40/each
- d. Empty vans or containers, regardless of size, each \$25/each
- e. Commodity Rates – Cargo owners or vessel operators will be billed directly for all wharfage.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

No.	Commodity	Unit	Cost	Note
1	Aggregate	Short Ton	\$1.60	1
2	Agricultural Products	Short Ton	\$1.60	2
3	Automobiles	Short Ton	\$1.60	3
4	Buses/Trucks	Short Ton	\$1.60	4
5	Freight NOS	Short Ton	\$1.60	
6	Machinery	Short Ton	\$1.60	5
7	Passengers	Each	\$3.50	6

f. Commodity Notes -

1. Includes sand and gravel.
2. Includes rice and other commodities sponsored by the U.S. Department of Agriculture and bagged goods for human consumption.
3. Minimum charge of \$15 per automobile.
4. Minimum charge of \$15 per bus/truck.
5. Includes heavy equipment such as cranes, crawlers, loaders, and other machinery.
6. Passengers under 12 years of age are exempt from wharfage charges.

g. Wharfage Rate Modifications –

1. Vessel gear – Strongbacks, lines, hatch covers, barge covers, and other such vessel's gear placed on the wharf during loading/unloading operations shall be exempt from wharfage charges.
2. Overside – Wharfage will be assessed at 50% for any cargo transferred directly from a vessel at the Terminal to another vessel, where such cargo does not ultimately pass over the Dock.
3. Stores & Bunkers – Ship's stores and bunkers (fuel) intended for the vessel's own use is exempted from wharfage charges.
4. Transshipped Cargo – Cargo discharged to the wharf from vessels and transshipped to another vessel will be exempted from the payment of the second wharfage charge, providing the cargo does not leave the wharf.
5. Potable Water – Potable water provided by MCHTD is exempt from wharfage charges.

5. TERMINAL STORAGE/WHARF DEMURRAGE

Morgan City Harbor & Terminal District  
TARIFF NO. 3

- a. Applicability – Any cargo that remains at the Terminal following the expiration of free time is subject to demurrage charges.
  
- b. Free Time – Applies as follows:
  - 1. Free time is calculated exclusive of Saturdays, Sundays, or Holidays. Free time begins at 7 AM on the first business day after cargo has been received at the Terminal.
  - 2. Inbound cargo, cargo that has been discharged from a vessel, will receive seven (7) days free time following the completion of discharge operations of the vessel on which the cargo arrives.
  - 3. Outbound cargo, cargo that is to be loaded onto a vessel, will receive seven (7) days free time following the delivery of the cargo to a point of rest on the Terminal.
  - 4. Cargo that is to be transshipped between vessels shall receive free time as though it were outbound cargo as specified in this Tariff.
  
- c. Lay-Down Areas –
  - 1. No cargo is to be stored at the Terminal without the express permission of the Executive Director.
  - 2. The Executive Director may, at the request of a cargo owner, assign designated lay-down area within the Terminal for cargo to be stored.
  - 3. Cargo and freight in the Terminal not placed in a designated lay-down area must be immediately removed or relocated upon order of the Executive Director.
  - 4. A cargo owner who refuses to move such cargo or freight on demand will be assessed storage/demurrage at five times the applicable rate. In addition, the Executive Director may, at his/her discretion, move, remove, or cause to be removed such cargo or freight at the expense of the cargo owner, excepting any damages caused by lack of ordinary care by the Executive Director.
  
- d. Terminal Storage Rates
  - 1. Terminal storage shall apply to any cargo or freight stored on the Terminal - including the Dock, Pier, or wharf - except for freight stored within railcars and freight stored within the Terminal Warehouse.

Morgan City Harbor & Terminal District  
TARIFF NO. 3

2. Terminal Warehouse Storage – After the expiration of free time, all cargo or freight stored within the Terminal Warehouse will be assessed a storage fee at a rate of \$1.00 per square foot per day.
3. All Other Terminal Storage - After the expiration of free time, all cargo or freight stored at the Terminal, not stored within the Terminal Warehouse or within a railcar will be assessed a storage fee at the following rates:

Containers, autos, trailers, and chassis	\$2.50 per day.
All other cargo and freight	\$0.50 per short ton per day.

6. RAILROAD TRACK USAGE

- a. General – All railcars arriving at the Terminal will be subject to a rail usage fee of \$100 per railcar, loaded or unloaded. This fee is an addition to any other applicable fees or charges that the railcars may be subject to.
- b. Rail storage – Railcars receive three (3) days free time following their arrival at the Terminal. After free time expires, railcars are subject to a rail storage fee:

Days 1-6	\$125 per day per car
Days 7+	\$175 per day per car

7. SHORE POWER – 480 Volt, 60 hertz, 100 amps

- a. General – Prior to connecting any electrical equipment at the Terminal, Users must obtain the permission of the Executive Director.
- b. Rates – When connecting a vessel to shore power at the Terminal, a connection fee of \$350 shall apply. While connected to shore power, \$10 per hour will apply.

8. OVER-THE-ROAD/OVER-THE-RAIL (OTR) CARGO

- a. All inbound and outbound cargo passing through the Terminal where neither movement to nor from the Terminal is by water, will be assessed an OTR charge of \$1.60 per short ton on the net weight of the cargo.

9. SECURITY

Security Surcharge – Any vessel subject to MTSA will require additional Terminal security. Additional fees will apply to such vessels.

10. EQUIPMENT RENTAL

- a. see Special Services, below.

11. POTABLE WATER

Morgan City Harbor & Terminal District  
TARIFF NO. 3

- a. Potable water is available at the Terminal. Requests for potable water must be submitted to the Executive Director.
- b. Water will be charged at \$15.00 per ton, with a minimum charge of \$100.

12. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges - The MCHTD or the Executive Director may make special charges as they may deem necessary, concerning the use of Piers or open spaces in the vicinity of the Terminal, buildings on the Terminal or the use of the Terminal by commercial, State, or Federal vessels, or by contractors working on Federal or State contracts and for use of tracks, sheds, the Pier or other structures.
- b. Additional Costs - In the event that Governmental agencies or operational requirements impose increased costs, the vessel operator or cargo owner agrees to pay those costs and any related surcharges.
- c. Charges for Specialized Services or Operations - The Executive Director is authorized to develop and charge rates and fees for specialized services and those services not specified in the Tariff as requested by the party requesting those services and by mutual consent.
- d. Right to Refuse - Except where otherwise required by law, the Executive Director has the authority to refuse to provide or to arrange for the provision of special services.
- e. Special Services – Any services rendered by the Executive Director or the MCHTD not otherwise noted in this Tariff will be billed to the person requesting such services at the MCHTD's actual cost (including labor, equipment usage, mileage, and other costs) plus 20%.
- f. Dock Cleaning – Should a dock or wharf require cleaning following the departure of a vessel, the vessel owner will be assessed a at the MCHTD's actual cost (including labor, equipment usage, mileage, and other costs) plus 20%.

**END OF TARIFF**