2202 BURNETT BOULEVARD
PO BOX 9002
WILMINGTON, NC 28402

Marine Terminal Operator Schedule #1
(Terminal Tariff)

CHARGES, RATES, RULES AND REGULATIONS,

GOVERNING
DOCKAGE, WHARFAGE, HANDLING, STORAGE, HANDLING
OF CONTAINERS and OTHER MISCELLANEOUS PORT SERVICES

APPLICABLE AT

THE PORT FACILITIES OF
MOREHEAD CITY TERMINAL in MOREHEAD CITY, NC
& WILMINGTON TERMINAL in WILMINGTON, NC

Issued: September 15, 2016 Effective: October 15, 2016

Cancels and replaces in its entirety Terminal Tariff No. 7

ISSUED BY:
BUSINESS DEVELOPMENT DEPARTMENT
P. O. BOX 9002
WILMINGTON, NC 28402
800-334-0682

NORTH CAROLINA PORTS

October 15, 2016

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SECTION I
GENERAL RULES - REGULATIONS – DEFINITIONS

Item 5 - APPLICATION OF MARINE TERMINAL OPERATOR SCHEDULE (MTO Schedule):

(a) Rates, charges, rules and regulations published or referred to in this MTO schedule shall apply on all vessels at, or cargo moving over or through, the general cargo and container facilities of the North Carolina State Ports Authority, hereinafter referred to as "Authority," as of the effective date shown on this MTO Schedule or amendments thereto, and shall apply equally to all users of the facilities.

(b) All cargo will be received from and delivered to a "point of rest" in space assigned in transit shed, in warehouse, on apron, or ramp adjacent to berth assigned to vessel, or in special cases as determined by the management of Authority facilities. No cargo will be accepted for handling by the Authority to or from end of ship's tackle.

(c) The use of Authority facilities constitutes consent to the terms and conditions of this MTO schedule by the user, as well as an agreement on the part of the user to pay all charges and be governed by all rules and regulations published in this MTO schedule, to abide by local rules and regulations as set forth by the management of Authority facilities and to be responsible for the disciplining of any infractions thereof by such persons or firms and their employees.

(d) The Authority does not obligate itself to provide any services beyond the reasonable and available capacity of its property, facilities and personnel and where, under provisions published in this MTO schedule, or in any terminal agreements providing terms and conditions in lieu of those published in this MTO schedule, the Authority holds itself out to perform special and accessorial services including, but not limited to, services as of fumigation, recouping, stenciling, tagging, weighing, bar code scanning, changing marks and numbers and rental of equipment, the performance of such services will be subject to prior arrangements with the management of Authority facilities.

(e) Parties using the terminal are required to conform to any and all municipal, state and federal regulations, including but not limited to OSHA, USCG, EPA, and DOT and will be held responsible for any violation of same.

(f) Articles of a highly flammable, explosive, or otherwise hazardous nature or articles of an uncertain or extraordinary value will not come under this MTO schedule or be provided with wharfage, handling or storage services, except under advance arrangements with the management of Authority facilities.

(g) Cargoes of an objectionable nature or those liable to contaminate other cargoes will be accepted only for dock movement between ships' side and cars or trucks without being floored in transit sheds or warehouses subject to prior arrangements with Authority management.

Item 10 - AUTHORITY HELD HARMLESS:

All users of Authority facilities and property agree to indemnify and hold harmless the Authority, its members, directors, officers, employees and agents from and against all losses, claims, demands, expenses, liabilities and lawsuits for damages, including environmental violations and death or injury to persons, that are incident to or resulting from either: their use, occupancy or operations on the property of the Authority, or 2) the use, occupancy or operations of the user's agents, servants, employees, patrons, contractors, subcontractors, suppliers, customers, visitors or licensees, except as may be caused by the negligence of the Authority. User agrees to defend the Authority from any legal or equitable actions brought against the Authority based on the user's use, occupancy or operations on the Authority's property or the careless, negligent, illegal or improper conduct of user, user's agents, servants, employees, patrons, contractors, subcontractors, suppliers, customers, visitors or licensees, and to pay all

resulting expenses and attorneys' fees incurred by the Authority. This requirement shall not be construed to require user or to indemnify the Authority for claims or losses caused by the Authority.

Item 15 - AUTHORITY LIABILITY:

Except as may be caused by its own negligence, the Authority shall not be responsible for injury to or loss of any cargo handled over, through or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes; nor for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage arising from, singly or in combinations of, strikes, tumult, insurrection, or acts of God.

Any limitation of liability contained in the Bill of Lading or other document by which the goods are traveling shall, to the extent offered to terminal operators, apply to and inure to the benefit of the Authority.

Regardless of the nature of the claim or cause of action, whether in contract, tort, warranty, or otherwise, the Authority shall not be liable for incidental or consequential damages, costs or expenses including, but not limited to, loss of use, lost profits, or other consequential or incidental economic loss, resulting from loss or damage to property.

Item 20 - AUTHORITY RIGHTS:

The Authority reserves the right to control the loading, unloading, and handling of all cargo on the premises and facilities under its control and to perform any and all services which, under the terms and conditions of this MTO schedule, it holds itself out to perform. Terms, conditions and charges governing the performance of any such services by parties other than the Authority will be subject to negotiation with the management of Authority facilities.

Item 25 - DELAYS AND DETENTIONS:

No responsibility will be assumed by the Authority for delays, switching charges, or demurrage on railroad cars, or delays or detention on highway trucks, or detention on vessels from any cause whatsoever, or for delays caused by U.S. Customs and Border Protection or any other regulatory bodies, nor will such delay or detention preclude the imposition of storage charges. The Authority shall not be identified on shipping documents, to include, but not limited to, waybills and bills of lading, as consignee, consignor, or order of party.

Item 30 - HOLIDAYS:

The following holidays are recognized by the Authority:

Veterans' Day Observance
Thanksgiving (two days, Thursday and Friday)
Christmas (three days, determined annually)*
New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

*Three days will be provided for the Christmas Holiday in years when Christmas Day falls on Tuesday, Wednesday or Thursday. Any requests to remain open during this period will need to be received no less than 48 hours prior to holiday closure.

Item 35 - INSURANCE:

(a) Charges published in or referred to by this MTO schedule or other terminal agreements entered into by the Authority as provided in Item 45, herein, do not include any expense of fire, storm, or other insurance covering owner's interest in property. All such insurance desired by the owner of the cargo must be provided by the owner.

(b) All stevedoring firms shall provide evidence that the following insurance coverages are in force covering their operations on the North Carolina State Ports Authority facilities.

(1) Workers Compensation Insurance.

(2) CERTIFICATE OF INSURANCE OR AUTHORIZATION FOR SELF INSURANCE ISSUED BY THE U.S. DEPARTMENT OF LABOR FOR THE SECURING OF WORKERS COMPENSATION BENEFITS UNDER THE LONGSHORE AND HARBOR WORKERS COMPENSATION ACT.

(4) COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY
Bodily injury or death - $500,000 for each person and $1,000,000 for each occurrence
Property damage - $500,000 each accident and $1,000,000 aggregate.

(5) STEVEDORES' LEGAL LIABILITY INSURANCE
Protecting the stevedoring firms against damage resulting from loading and unloading vessels. This insurance shall afford at least $1,000,000 protection for each occurrence.

(c) All stevedores are required to furnish to the Authority certificates of insurance by companies approved by the Authority. The Authority reserves the right to deny use of its facilities to any firm that supplies false, misleading information or insurance which is not satisfactory to the Authority. Firms presently conducting business on Authority premises have thirty (30) days from the effective date of this regulation in which to furnish certificates of insurance. All new firms must certify insurance prior to conducting any business with the Authority. Certificates of insurance must be renewed as often as necessary and no firms using the facilities of the Authority shall allow any of the required insurance to terminate without 10 days prior written notice to the Authority, P. O. Box 9002, Wilmington, NC 28402.

Item 37 – FORCE MAJEURE:

The term "Force Majeure" is defined as any act of God; act of the public enemy; strike; lockout or work stoppage; riot; tumult; insurrection; disorder; epidemic; pandemic; lightning; earthquake; fire; storm; wind; flood; hurricane; water; civil disturbance; war; governmental decree; act of any governmental authority; act of terrorism; condemnation; explosion; breakdown or failure of machinery and equipment; interference by civil or military authority; collapse of any building, shed, platform or wharf; settling of any floor or foundation; breakage of any pipe; loss caused by a rat, mouse, moth, weevil, or other animal or insect; frost or other weather related occurrence; failure or delay of any manufacturer or person from whom the Authority is obtaining machinery, equipment, materials, supplies to deliver the same; any other event or circumstance beyond the control of the Authority.

Except as may be caused by its own negligence, the Authority shall not be responsible for any delays, losses, damages or failure to perform any of its obligations where such delays, losses, damages or failure to perform are due to Force Majeure.

Charges and claims of all kinds, including claims, considered in dispute between the User and Authority shall be resolved as mutually agreed and the User shall not short pay / offset said charges against any other payments due the Authority.

Additionally, all damages must be reported at the time of discovery to the NCSPA Port Police Department at (910) 343-6255 if said damages are resultant of, incidental to, or in any way in relation to or in connection with the operations of the Authority or its employees. The Port Police Department will notify the appropriate Authority personnel. The Authority will not accept any responsibility for damage(s) unless given the opportunity to investigate said damage(s) at the time of discovery. A joint inspection may be requested by either party in an effort to determine liability. Either party may hire a qualified surveyor at its own expense to investigate said damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.

Item 40 – PAYMENT OF CHARGES AND INVOICES:

(a) For each import or export shipment directed via the Authority's facilities, the current owner of the cargo shall be responsible to the Authority for payment of all charges assessed against cargo, including, but not limited to, handling or storage charges, unless prior arrangements have been made with the Authority. To obtain information on the Authority's procedures regarding cargo transfers please contact:

Business Development Department
Customer Service Manager
P.O. Box 9002
Wilmington, NC 28402
Phone: (910) 343-6227
Email: CustomerService@ncports.com

In order for cargo to be released/delivered from/to Authority premises, truck release forms must be submitted to the Cargo Control Center by the current cargo owner.
For questions concerning this process please contact:

Business Development Department
Customer Service Manager
P.O. Box 9002
Wilmington, NC 28402
Phone: (910) 343-6227
Email: CustomerService@ncports.com

(b) The responsibility for terminal charges assessed against a vessel including, but not limited to, dockage and wharfage, shall rest with the agent of such vessel.

(c) The responsibility for crane rental, equipment rental, dock cleanup, hazmat spills and stevedore use fees will rest with the stevedore working the vessel.

(d) All vessels, their owners and agents, and all other users of Authority facilities shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

(e) All invoices are rendered in strict accordance with this MTO schedule and are due on presentation. Failure to pay promptly will cause the name of the shipper, consignee, or steamship line for whom the services were rendered to be placed on a delinquent list and such party will be denied further use of the facilities until all outstanding charges have been paid. The Authority reserves the right to

estimate and collect in advance all charges which may accrue against cargo or vessels if credit has not been established through the office of the Chief Financial and Information Officer of the Authority or if the parties involved have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid.

(f) If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection, the responsible party shall also be liable for interest on past due account at the rate of 1% per month in addition to reasonable attorney's fees in such amount as may be established by the appropriate court. If no such fees are otherwise established, "reasonable attorney's fees" shall be deemed to mean 15% of the amount of the delinquent account.

(g) Should there be any questions with regard to validity of any invoice from the Authority, the matter must be reduced to writing and forwarded to the North Carolina State Ports Authority, Office of Administration and Finance, P. O. Box 9002, Wilmington, North Carolina, 28402, within thirty (30) days after the presentation of the invoice in question. Any invoice not questioned within this thirty (30) day period will be considered valid and final.

Item 41 – NET PAYMENT TERMS:

All invoices are due and payable within thirty (30) days after the invoice date. All payments after this time limit will be considered delinquent and may result in credit restrictions.

Item 42 - REGISTRATION REQUIRED:

All firms conducting business with the Authority or operating on Authority facilities and all firms operating within the harbors of the ports under the jurisdiction of the Authority that provide a service to vessels or barges docking at Authority facilities are required to register with the Authority. Firms shall include all corporations, partnerships or individual proprietorships. Registration will consist of completing a form to be furnished and filed with the Authority. Information to be furnished shall include the name and address of the firm and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references. In addition, stevedoring contractors shall also furnish to the Authority certificates of insurance. The registration form must be signed by a principal or senior corporate officer of the firm and the Authority may deny use of its facilities to any firm furnishing false, incomplete or misleading information. All new firms must register prior to conducting any business or operations as defined in this item. Registration updating will be at the discretion of the Authority, unless there is a change in the corporate structure. Any such change will require an immediate update of the registration.

Item 45 - QUOTATION OF SPECIAL RATES, RULES AND REGULATIONS:

The Authority may negotiate handling and storage charges, as well as other terms and conditions on volume breakbulk and bulk shipments.

Item 47 – STORAGE OF DANGEROUS GOODS:

All dangerous goods entering NCSPA facilities must be properly placarded in accordance with applicable sections of 49 CFR and IMDG codes. All explosives must be discharged and/or loaded against the vessel operation only with written permission from The Authority and in accordance with the Explosive Operations Memorandum of Understanding between USCG Sector North Carolina and North Carolina State Port Authority. Any expenses incurred by the terminal, including, but not limited to, additional security, providing work space, closing off berth(s), or shutting down vessel operations, shall be assessed to the vessel discharging/loading such cargo.

NCSPA reserves the right to quote special charges for handling, wharfage, and storage of dangerous goods.

NCSPA may assign supervisory personnel to vessel or on terminal cargo operations. NCSPA will bill supervision hours per Item 145 – Labor Furnished Rates.

Item 48 – OBSTRUCTIONS AND CARGO LEFT ON WHARF:

Breakbulk or project cargo which is discharged from or loaded to vessels at The Authority by any party may not remain on the wharf unless prior arrangements have been made with written approval granted by the Authority in advance of cargo arrival. When such cargo is placed on the wharf without prior written approval, there will be no free time allowed, and the responsible party will be assessed charges as indicated below. A minimum charge of $1,000 per event will be assessed. Also, The Authority may, at its option, transfer the cargo to a suitable point of rest/storage area, and assess all applicable charges incurred.

Item 50 - REFUSED, OVERLANDED, DAMAGED, REMNANTS AND UNDESIRABLE CARGO OR MERCHANDISE:

(a) Cargo or merchandise refused by consignee or carrier, and for which no instructions for disposition have been received, will be deemed to be unclaimed after thirty (30) days from time of refusal.

(b) Overlanded cargo for which no instructions for disposition have been received will be deemed to be unclaimed after thirty (30) days from time of discharge of cargo from vessel.

(c) Undelivered slack, torn and damaged cargo or merchandise for which no instructions for disposition have been received will be deemed to be unclaimed after thirty (30) days from receipt of the cargo at Authority facilities.

(d) The Authority reserves the right to order removal of remnants and undesirable cargo by means of thirty (30) days written notice to owner or agent after which, if the order is ignored, the cargo is deemed to be unclaimed.

(e) The Authority reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused as defined in this item. The thirty (30) day periods as specified in this item constitute due notice to owners or responsible agents of unclaimed and undelivered cargo.

Item 52 - VESSELS TO VACATE BERTHS:

The Authority may order any vessel to vacate any berth when the Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Authority's facilities, or the rights or property or safety of others. Such situations include, but are not limited to the following: When a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Authority's facilities and the property and safety of others.

The Authority shall provide written notice (including facsimile transmission, etc.) to the steamship line or the ship's agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least four (4) hours prior to said time.

If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense that may be incurred by the Authority or others as a result of such failure to vacate. The Authority shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall hold the Authority harmless for any damage or liability it may

incur as a result of such movement. Failure to comply with an order to vacate will result in a penalty to the vessel of $1,000.00 per hour for each hour of non-compliance. Refusal may result in denial of future berthing privileges.

Item 55 - REGULAR WORKING HOURS:

a. The regular working hours of Authority Container facilities are 7:00 A.M. until 6:00 P.M. Monday through Friday including the meal hour, holidays excepted. Services performed during regular working hours will be charged for on a straight time basis.

b. The regular working hours of Authority General Cargo facilities are 8:00 A.M. until 5:00 P.M. Monday, with holiday exception. Services performed during regular working hours will be charged for on a straight time basis.

c. When NCSPA personnel are utilized in connection with bulk and break bulk vessels during the hours of 7:00 a.m. to 8:00 a.m. (0700-0800), and 5:00 p.m. to 6:00 p.m. (1700-1800), labor furnished straight time rates will apply.

Item 60 - REQUIREMENT OF PRIOR INSTRUCTIONS:

Forwarders or owners of cargo shall furnish written specific instructions for disposition of cargoes to be received for outbound water movement in advance of receipt of the cargo at Authority facilities. Storage resulting from lack of instructions shall be the responsibility of the cargo and/or forwarder.

Item 62 – Containers Requiring Fumigation:

All containers requiring fumigation must deliver container to fumigation area prior to terminal receiving. The ocean carrier will be assessed charges for all unproductive moves in the stack should a container be received and subsequently need to be fumigated.

Item 65 - RESPONSIBILITY FOR CLEANING FACILITIES:

All users of Authority facilities shall be held responsible for cleaning such facilities after they have used them, including adjacent aprons and gutters. If the facilities are not properly cleaned, the Authority shall have them contract cleaned and bill the responsible user. A $250.00 administrative fee will be charged for coordinating these services.

Item 70 - RESPONSIBILITY FOR DAMAGE TO FACILITIES:

All users of Authority facilities shall be held responsible for all damage to the facilities occasioned by them. The Authority reserves the right to repair or contract for repair such damages. The Authority may detain any vessel or other watercraft responsible for damage to the facilities until sufficient security has been posted for the amount of damage

Item 75 - SEGREGATION OF CARGOES:

Stevedores shall be responsible for segregating cargoes discharged from vessels according to their respective bills of lading and marks or sizes within bills of lading. No additional free time will be allowed for segregation.

When requested, the Authority will further segregate cargo after vessel operations. For rates see Item 160.

Item 80 - SHIPPERS REQUESTS AND COMPLAINTS:

Requests and complaints of shippers on matters relating to rates, rules and regulations contained in this MTO schedule should be addressed to:

Business Development Department
Customer Service Manager
P.O. Box 9002
Wilmington, NC 28402
Phone: (910) 343-6227
Email: CustomerService@ncports.com

Item 82 - FORUM FOR RESOLUTION OF DISPUTES:

In the event of any dispute between the North Carolina State Ports Authority and any person arising under this MTO schedule or otherwise with respect to the use of NCSPA terminal facilities, and if such dispute is not susceptible to resolution through good faith negotiation between the parties, then any legal action arising from such dispute will be brought in the North Carolina Superior Court for New Hanover County for the **Wilmington Port**; North Carolina Superior Court for Carteret County for the **Morehead City Port**, or in the United States District Court for the Eastern District of North Carolina.

Item 85 - STORAGE OF CRUISE PASSENGERS' PRIVATE VEHICLES:

Arrangements must be made and charges established with the management of Authority facilities for the handling and storage of private vehicles of cruise ship passengers prior to the scheduling of a cruise ship sailing at Authority facilities.

Item 90 - TIMELY RECOVERY OF CLAIMS:

(a) As a condition precedent to recovery, cargo loss, damage, and misdelivery claims must be filed in writing with the Authority. For import cargo, such claims must be filed within ninety days after removal or delivery from port. In the case of cargo damage or loss, which could not reasonably have been discovered within such ninety-day period, claims must be submitted within six months of removal or delivery from port. For export cargo, such claims must be filed within six months after the cargo is delivered or should have been delivered to vessel, or in the case of damage which could not reasonably have been discovered within such ninety-day period, within six months of delivery to vessel.

(b) Such claims shall include the following information:
   (1) Description of claim
   (2) Vessel name and date
   (3) Supporting documents, to the extent available:
      i. Billing documents
      ii. Photographs
      iii. All other documents relevant to the issue.

(c) All claims filed against the Authority for damages to carrier equipment while in the custody of NCSPA must be accompanied by an official NCSPA police report.

(d) Suits shall be instituted only within one year from the day when notice in writing is given by the Authority to claimant that the Authority has disallowed claim or any part or parts thereof, or within one year and ninety days from the date the claim was filed in writing with the Authority, whichever is sooner. Where claims are not filed or suits not instituted in accordance with the foregoing provisions, the Authority shall not be liable, and such claims will not be paid.

(e) Notices of cargo claims, overages, shortages, damages, and billing, should be documented and submitted to:

Business Development Department
Customer Service Manager
P.O. Box 9002
Wilmington, NC 28402
Phone: (910) 343-6227
Fax: (910) 763-6440

(f) In the case that a claim is submitted, it is **not** acceptable to subtract the amount of the claim from pending invoices. If NCSPA investigates a claim and determines that the Authority is liable, a check or credit will be disbursed.

Item 92 – PERSONNEL ACCESS TO FACILITIES:

All Authority facilities are considered Limited Access / Restricted Areas. Entry is allowed for valid and verifiable business purposes only. Any persons seeking entry must present acceptable photo identification to Port Police.

Any and all persons requiring regular access to facilities must apply for credentials issued by the Authority, as well as the federally mandated TWIC (Transportation Worker Identification Credential). Authority access credentials will be issued by the Ports Authority Police. A processing fee of $20 per credential will be assessed for all persons who are not NCSPA employees, federal government employees, or emergency responders.

As of November 1, 2008, any persons without a TWIC must be escorted by Authority personnel. Persons caught by either law enforcement or Authority personnel without a TWIC or proper escort are subject to removal from Authority facilities. Also, if the Authority pays a monetary fine to the USCG, reimbursement of the fine is required of the company the offender represents. If said offender is not on the Authority premises for business purposes, any fines paid shall be reimbursed directly by the offender.

Item 95 - "TON" DEFINITION:

Except as otherwise provided in individual items, the term "ton" as used in this MTO schedule, has reference to a short ton of 2,000 pounds.

SECTION II
SECURITY SURCHARGE

Item 97 – DEFINITION:

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

Item 98 – APPLICATION:

The security surcharge described herein shall apply to all vessels, barges (working or in lay berth) or containers arriving or departing on fully cellular container vessels that utilize the facilities of the North Carolina State Ports Authority at the Ports of Morehead City and Wilmington, North Carolina.

Users of North Carolina State Ports Authority services or facilities, who withhold, refuse or otherwise fail to pay properly assessed security surcharges, at the sole discretion of the Ports Authority, may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

Item No.	Commodities	Morehead City	Wilmington
98 (a)	Fully Cellular Container Vessels: (excluding containers being restowed)	$6.20 per container, laden or empty, to or from the vessel.	$6.20 per container, laden or empty, to or from the vessel.
98 (b)	Other than Fully Cellular Container Vessels:	$3.25 per linear foot, based upon registered LOA	$3.25 per linear foot, based upon registered LOA

SECTION III
FREE TIME

Item 100 - DEFINITION:

Free time is the time allowed for assembling cargo preceding a vessel loading, or following a vessel unloading for removing cargo from covered or open storage areas or other points of rest before assessment of storage charges.

On cargo discharged from a vessel, free time begins the first midnight after vessel completes discharging. On cargo received for loading aboard a vessel, free time begins at the first midnight after receipt of cargo.

Export cargo arriving at the terminal without consignment to a specific vessel with a scheduled arrival and loading date, within the free time period provided in paragraph (b) will upon prior arrangements with terminal management be received for storage. Cargo will remain in a storage-status until written orders are received to place cargo at pier or in transit sheds for loading to a specific vessel with a scheduled date of arrival and loading. Export cargo ordered to pier or transit sheds for loading aboard a specific vessel which does not commence loading during the free time period, due to late arrival of vessel, shut-out cargo or vessel cancellation**,** will accrue storage at the regular storage rate until either loaded to a vessel or to inland transportation. Storage charges are for account of cargo

After free time, the Authority reserves the right to place cargo in any appropriate storage most conducive to its operations of serving vessels and inland carriers and to assess appropriate charges against the cargo.

Item 105 - FREE TIME ALLOWED:

(a) On cargoes received from vessels berthed at Authority facilities, including Saturdays, Sundays, and holidays:

	Morehead City	Wilmington
In Covered Areas	15 Days	15 Days
In Open Areas	20 Days	20 Days
Exceptions:		
Project Cargo	15 Days	15 Days
Lumber – Open Areas	30 Days	20 Days
Rubber	45 Days	30 Days
Steel (Covered or Open Areas)	30 Days	30 Days
Boats & Yachts	15 Days	15 Days
Ro-Ro	15 Days	15 Days

(b) On cargoes loaded aboard vessels berthed at Authority facilities including Saturdays, Sundays, and holidays:

	Morehead City	Wilmington
In Covered Areas	15 Days	15 Days
In Open Areas	20 Days	20 Days
Exceptions:		
Project cargo	15 Days	15 Days
Pre-unitized woodpulp in covered area	30 Days	30 Days

SECTION IV
DOCKAGE

Item 120 – DEFINITION:

Dockage is the charge assessed against a vessel or watercraft for berthing or making fast to any wharf, mooring device or other facility of the Authority or for mooring to a vessel so berthed.

Item 125 - APPLICATION:

(a) Dockage will be computed on LOA (Length Overall) as published in Lloyd's Register of Shipping. **Exceptions:** Working liquid tankers. (See applicable charges in Section 125(e) below.)

(b) Dockage charges are based upon a minimum of one day (24 hours.) Charges are stated per linear foot, unless otherwise indicated, of the vessel(s), and are applicable per each 24-hour period or fraction thereof. The 24-hour period begins at the time the vessel or barge moors and ends when the vessel or barge unmoors.

(c) After the first 24-hour period of dockage assessment, dockage will be assessed on an hourly basis; i.e., 1/24 of daily dockage charges for each hour over the initial 24-hour period.

(d) **LAY BERTH:** Vessels calling the facilities of the North Carolina Ports' may be granted, upon request, lay berth dockage at one-half the published MTO schedule rate for dockage, subject to berth availability and at the discretion of port management. Lay berth rates apply only to non-working vessels.

(e) **RATES**:

(1) VESSELS, not otherwise shown	Morehead City	Wilmington
0 Feet to 550 Feet	$8.20	$8.20
551 Feet to 575 Feet	$9.95	$9.95
576 Feet to 625 Feet	$10.30	$10.30
626 Feet to 700 Feet	$11.30	$11.30
701 Feet and Over	$11.60	$11.60

***Note**: Includes seagoing barges loading or discharging cargo carried on foreign or intra-coastal manifests.*

(2) WORKING LIQUID TANKERS / LIQUID BARGES	Morehead City	Wilmington
Per gross registered ton, 24-hour minimum applies	$0.41	$0.41

***Note**: Working liquid tankers as published in Lloyd's Register as measured under the 1969 convention; charges will be computed on the highest gross registered tonnage figure.*

(3) BARGES AND TUGS	Morehead City	Wilmington
Per Linear Foot	$3.10	$3.10

***Note**: (1) Barges moored alongside vessels at the piers for the sole purpose of transferring cargo to or from such vessels as well as towboats and landing tows will be exempt from dockage charges. (2) Barges that load or discharge over the piers will be charged dockage whether moored to the pier or to another barge moored to the pier.*

SECTION V
MISCELLANEOUS CHARGES

Item 130 - CLEANING DOCKS AND REMOVING TRASH:

(a) Charges for Breakbulk Vessels

Breakbulk Vessels - Stevedores shall be responsible for cleaning facilities after vessel loading/unloading has been completed, including adjacent aprons, gutters, transit sheds, warehouses and other outside storage areas. Stevedores shall advise the Port Authority when vessels are completed. The Port Authority shall promptly inspect work areas and advise either that areas are clean, or put the stevedore on notice that further cleaning is required, to include removal of trash, strapping, dunnage or other materials, too large for sweepers. If put on notice, Stevedore shall have until (1) the next vessel is ready to work in the same area, or (2) the end of the next straight time work period to have the areas fully cleaned, or the Port Authority may elect to contract cleaning services. See Item 65.

	Morehead City	Wilmington
Providing Trash Box – Upon Request	$227.10	$227.10
Disposal of Trash – Per Tub – Per Vessel	$465.75	$465.75
Disposal of International Garbage Within Port Confines – Per 150 Gallon Tub *(Minimum Order of One Tub)*	$362.25	N/A
Cleanup requiring: 0 – 5 Man Hours 6 – 10 Man Hours 10 and Greater Man Hours – Minimum Charge (Labor furnished rates after minimum charge)	 $477.00 $1,072.00 $1,667.00	 $477.00 $1,072.00 $1,667.00

NOTE: International garbage disposal service in Wilmington are provided by third parties.

(b) Charges for Dry Bulk Vessels

Charges for cleaning docks and removing materials following departure of a vessel calling at Authority's facilities to load or discharge dry bulk cargo will be assessed on the basis of the hourly rates for labor and equipment provided in Item 145. Water necessary to perform the service shall be charged as provided in Item 160.

(c) Exceptions:

a. These charges will not apply in connection with vessels loading or discharging bulk liquid commodities
b. Stevedore shall be responsible for all charges relating to the disposal of all hazardous materials

NOTE: Provisions of this item published to ensure compliance with USDA Regulations and North Carolina Air Quality Regulations established July 1, 1970 under State Statute.

Item 135 - CRANE RENTAL:

(a) The Authority will rent cranes at charges shown. All charges include required labor and will be calculated on ½ hour increments with minimum 4 hour rental:

Container Cranes	Morehead City	Wilmington
Actual Operating Time – Per Hour		
Straight Time	$893.75	$893.75

Overtime (Except on Holidays)	$979.75	$979.75
Holidays	$1,037.10	$1,037.10
Standby Time – Per Hour		
Straight Time	$153.45	$153.45
Overtime (Except on Holidays)	$266.45	$266.45
Holidays	$280.00	$280.00
Gantry Cranes (Including Bulk Hopper Rental)		
Actual Operating Time – Per Hour		
Straight Time	$326.65	$326.65
Overtime (Except on Holidays)	$412.65	$412.65
Holidays	$470.05	$470.05
Standby Time – Per Hour		
Straight Time	$110.40	$110.40
Overtime (Except on Holidays)	$156.25	$156.25
Holidays	$212.75	$212.75
Barge Operation and Lifts Under 20,000 lbs.		
Actual Operating Time – Per our		
Straight Time	$184.45	$184.45
Overtime (Except on Holidays)	$322.95	$322.95
Holidays	$427.35	$427.35
Standby Time – Per Hour		
Straight Time	$110.40	$110.40
Overtime (Except on Holidays)	$156.25	$156.25
Holidays	$212.75	$212.75

(b) Individual lifts with gantry crane(s) or mobile crane for project or non-contract cargo in excess of 35 short tons are subject to the following additional charges **per short ton**:

Weight	Morehead City	Wilmington
36-50 Short Tons	$4.20	$4.20
51-60 Short Tons	$4.95	$4.95
61-70 Short Tons	$5.75	$5.75
71-100 Short Tons	$6.75	$6.75
101-125 Short Tons	$9.70	$9.70
126-150 Short Tons	$16.10	$16.10
151-175 Short Tons	$20.80	$20.80
176-200 Short Tons	$25.70	$25.70

(c) When cranes are utilized in connection with bulk and breakbulk vessels during the hours of 7:00 a.m. to 8:00 a.m. (0700-0800), and 5:00 p.m. to 6:00 p.m. (1700-1800), Monday through Friday, straight time rates will apply.

(d) During continuous operations, the initial minimum charge will apply.

(e) When cranes are ordered MTO schedule charges will apply until work is completed and the stevedore releases the crane.

(f) The Authority reserves the right to assign multiple cranes for heavy or oversized lifts.

(g) The Authority assumes no liability for, and the renter or lessee shall indemnify and hold the Authority harmless against liability for damages to persons or property, including consequential damages, suffered by crane renters, stevedores, vessels, their agents or employees, or other provision. Crane

operators and oilers shall be considered the employees of the Authority at all times while acting in the course and scope of their employment.

(h) Crane rental charges include the use of magnets and buckets; to the extent such equipment is available. Stevedore or shipper is responsible for providing tackle from the hook down. If the Authority is required to rig or re-rig a crane or cranes at lessee's request, the applicable straight time, overtime or holiday rate will be assessed. Such charges will be for the account of the party requesting the service.

(i) Stand-by time applicable only when starting times are delayed by late vessel arrival, or after cranes have commenced work and weather conditions cause work stoppage.

(j) When the Authority is required to switch crane(s) other than during regular working hours when cranes are not rented, in order to provide specific crane or cranes for a renter, overtime switching expense will be assessed for account of party requesting crane(s).

(k) Rental of container crane(s) for purposes other than container handling is subject to negotiation with Terminal Management.

Item 140 - EQUIPMENT RENTAL:

(a) The Authority will rent the following equipment when available, at charges shown ***(subject to two hour minimum rental)***:

	Morehead City	Wilmington
0 – 8,000 lb. Lift Truck – Per Hour	$75.65	$75.65
10,000 to 15,000 lb. Lift Truck – Per Hour	$99.45	$99.45
20,000 to 30,000 lb. Lift Truck – Per Hour	$142.85	$142.85
45,000 lb. Lift Truck – Per Hour	$179.25	N/A
30-Ton Mobile Yard Crane	N/A	$145.60
Automatic Container Spreader – Per Hour	$62.37	N/A
Container Handling Vehicle With Spreader – Per Hour	$254.85	$254.85
Paper Clamps for Lift Trucks – Per Hour	$15.10	$15.10
Yard Tractor, Backhoe, Dump Truck – Per Hour	$77.30	N/A
Sweepers	$107.65	$107.65
Portable Lights – Per 24-Hour Period	N/A	$274.45
Man lift	$131.20	N/A
Front End Loader (With Operator) – Per Hour	$179.25	N/A

(b) When an operator is requested by the renter or required by the Port Authority Item 145 – Labor Furnished Rates will apply.

(c) Inspections will be done before and after equipment rental. If equipment is damaged, renter will be responsible for repairs.

(d) The Authority assumes no liability for, and the renter or lessee shall indemnify and hold the Authority harmless against liability for damages to persons or property, including consequential damages, suffered by equipment renters, stevedores, vessels, their agents or employees, or other interested parties, except as such damages may be caused by the negligence of the Authority. For the purpose of this provision, equipment operators shall be considered the employees of the Authority at all times while acting in the course and scope of their employment

(e) No mechanical equipment may be brought to or used on Authority property without prior permission of the management of Authority facilities. In event permission is granted equipment will be subject to inspection as to operating condition and a valid certificate of unit test will be required.

(f) When mobilization of a truck-loading hopper is required for the direct transfer of a bulk commodity (other than liquid) at Morehead City or Wilmington that will not be stored on the port, and the aggregate charges are less than $3,000.00 (exclusive of dockage and security surcharge) there will be a minimum charge of $3,000.00.

Item 145 - LABOR FURNISHED RATES:

(a) When cargo handling services are performed by the Authority for which no specific charges are provided in this MTO schedule or services requested during non-Straight Time hours, the hourly rates for labor and equipment shown below will be charged for the personnel and equipment used to perform the services.

(b) When workers are called out in overtime, a minimum of eight (8) hours on weekends and holidays or four (4) hours on weekdays for each supervisory role will be assessed, depending on the guarantee.

	Morehead City	Wilmington
Supervisor		
Straight Time	$41.05	$41.05
Overtime (Except on Holidays)	$61.55	$61.55
Holidays	$102.60	$102.60
Crane Operator		
Straight Time	$36.75	$36.75
Overtime (Except on Holidays)	$55.10	$55.10
Holidays	$91.90	$91.90
Container Handler Operator		
Straight Time	$31.95	$31.95
Overtime (Except on Holidays)	$47.90	$47.90
Holidays	$79.80	$79.80
Crane or General Electrician		
Straight Time	$40.10	$40.10
Overtime (Except on Holidays)	$59.50	$59.50
Holidays	$99.15	$99.15
Foremen/Checkers		
Straight Time	$35.75	$35.75
Overtime (Except on Holidays)	$53.65	$53.65
Holidays	$89.40	$89.40
Skilled Laborers		
Straight Time	$36.75	$36.75
Overtime (Except on Holidays)	$55.10	$55.10
Holidays	$91.90	$91.90
Equipment Operators		
Straight Time	$28.50	$28.50
Overtime (Except on Holidays)	$42.80	$42.80
Holidays	$71.30	$71.30
Heavy Equipment Operator – Bulk Handling		
Straight Time	$35.75	N/A
Overtime (Except on Holidays)	$53.65	N/A
Holidays	$89.40	N/A
Police/Security Officers		
Straight Time	$31.95	$31.95
Overtime (Except on Holidays)	$47.85	$47.85
Holidays	$79.80	$79.80

Explosive Handling Supervisor	$100.00	$100.00
Clerks		
Straight Time	$31.95	$31.95
Overtime (Except on Holidays)	$47.85	$47.85
Holidays	$79.80	$79.80

Item 150 – GENERAL CARGO OVERTIME CHARGES – LATE TRUCK DELIVERY/PICK-UP:

(a) Late truck charges will be will be assessed in addition to normal handling service rates and will be based on an hourly schedule.

(b) NCSPA General Terminal cutoff for truck driver check-in is 3:30 PM, Monday – Friday. Any truck arriving for check-in prior to cutoff time will not be charged late fees. Late gate and overtime requests must be made and approved by NCSPA prior to 4:30 pm. Trucks arriving after the cutoff time will be assessed the below hourly rates in full hour increments for each hour after 5:00 pm that the truck is on the terminal.

(c) Each additional employee required, over the standard of three, will receive the Additional Labor Requirement Fee assessed hourly per person.

	Morehead City	Wilmington
Late Truck Delivery/Pick-Up	$152.20	$152.20
Additional Labor Requirement per person– Over 3 People	$55.10	$55.10

Item 157 - SUPERVISORY PERSONNEL:

(a) When vessels are loading or discharging during overtime hours, the Authority will assign personnel to supervise the delivery or receiving of general cargo or containers. The Authority may, if deemed necessary, assign supervisory personnel to bulk operations. Such personnel will be charged at labor furnished rates per MTO schedule Item No. 145. The Authority reserves the right to assign as many workers as it deems necessary to protect its interests. Charges for this service will be assessed per vessel. Such personnel will be charged to the stevedore firm at labor furnished rates per MTO schedule Item No. 145. When supervisors are assigned to vessel operations, the minimums in Item 145 will apply per continuous shift for each supervisory role.

(b) When vessels are loading or discharging ammunition or explosives, or handling operations involving ammunition or explosives are performed, the Authority will assign a Safety Supervisor to supervise the operation. Safety Supervisor will be assigned in addition to Cargo Supervisor noted in (a). Such personnel will be charged to the stevedore firm at labor furnished rates per MTO schedule Item No. 145.

Item 159 - MINIMUM CHARGES:

(a) In assessing minimum charges shown below, each dock receipt or shipping order-tally will be considered as constituting a single shipment. When cargo from two or more vessels is delivered to a single carrier, a separate shipping order covering each vessel will be required

(b) Unless otherwise specified in individual items, the minimum charge on single shipments handled over Authority facilities and all services provided by the Authority shall be as follows:

	Morehead City	Wilmington
All Services	$64.75	$64.75

Item 160 - SPECIAL SERVICES:

(a) The following special services will be performed by the Authority at charges shown:

	Morehead City	Wilmington
Furnishing Fresh Water - Per Short Ton Minimum Charge for Water ***NOTE:*** *When service is performed during overtime, overtime labor furnished rate, Item 145, will apply for each person assigned to perform service.*	$5.60 $71.60	$5.60 $71.60
Reinvoicing ***NOTE***: *NCSPA will assess a reinvoicing fee when notified of change in bill to party* ***after*** *invoice has been generated*	$61.65	$61.65
Unitizing Woodpulp into Bale Units (Up to 8) – Per Net Ton	$18.95	$18.95
Handling Woodpulp for the Purpose of Placing Core sling in Rolls of Woodpulp – Per Short Ton *Additional Fee for Knocking Out or Installing Plugs Will be Assessed - Per Unit*	$6.05 $5.20	$6.05 $5.20
Segregation of Cargo. See Item 75.	85% Applicable Handling Rates	85% Applicable Handling Rates
Weighing Trucks (Without Coupon) – Per Weighing	$10.35	$10.35
Weighing Trucks (With Coupon) – Per Weighing ***NOTE****: Books of 12 coupons each are available at Wilmington Port Police Department*	N/A	$6.50
Steam Cleaning Passenger Vehicles – Per Vehicle ***Note****: Service includes container dray and stripping, steam cleaning (not requiring machine handling), placement of vehicle at NCSPA designated point of rest*	N/A	$258.75

(b) If it is necessary to handle cargo in order to perform any of the services listed above, an applicable handling charge as provided in Section VII of MTO schedule rate will be assessed on that portion actually handled.

(c) By prior arrangement only, the Port may provide barcode-scanning services of cargos moving through the facility. Charges for these services will be determined based upon requirement.

Item 170 – TERMINAL USAGE FEES:

Each stevedoring firm operating at Authority facilities will be assessed charges as follows:

	Morehead City	Wilmington
All General Cargo and Container Cargo Handled – Per Short Ton Bulk Commodities Discharged or Loaded Loaded Ocean Containers of DOT Particular Hazardous Material Classification: 1.1 – 1.2 Cargo – Per Container *Note: Fees for 1.1 and 1.2 class cargo in addition to standard per ton terminal use fees. Billable to vessel agent.*	$0.54 $0.54 $53.85	$0.54 $0.54 $53.85

SECTION VI
CONTAINER RULES AND CHARGES

Rules and charges published in this section apply to the exclusion of rules and charges published in other sections of MTO schedule.

(a) Charges published in this section only apply to containers, vans, and/or chassis, which do not exceed 48 feet in length and are owned or leased by the steamship line and not loaded in excess of rated capacity.

(b) Charges in this section will be assessed against the steamship line, except service requested by importer/exporter or their agent and provided for convenience of importer/exporter, which are charges for account of cargo.

Item 190 - CONTAINER CHARGES:

	Morehead City	Wilmington
Wharfage on Empty Containers	No Charge	No Charge
Wharfage on Loaded Containers – Per Net Ton of Contents	$4.15	$4.65
Stripping or Stuffing of Containers for the Cargo Owner's Account		
Loose Cargo – 20' Container or Equivalent	$491.65	$491.65
Loose Cargo – 40' Container or Equivalent	$538.70	$538.70
Unitized Cargo – 20' Container or Equivalent	$336.40	$336.40
Unitized Cargo – 40' Container or Equivalent	$384.00	$384.00
Stripping & Stuffing Rates Include Dray To/From Yard		
Water Testing Equipment – Per Unit	$24.05	$24.05
Receiving Containers – Per Receipt	$67.30	$67.30
Delivering Containers – Per Delivery	$67.30	$67.30
Mounting Containers – Per Mounting	$37.25	$37.25
Grounding Containers – Per Grounding	$37.25	$37.25
Remove Container from Stack for Services – Per Container	$37.25	$37.25
Return Container to Stack Following Services – Per Container	$37.25	$37.25
Segregating Containers – Per Container Handling	$37.25	$37.25
Intra-Terminal Drayage of Chassis or Containers – Per Container	$37.25	$37.25
Receiving Chassis – Per Receipt	$30.80	$30.80
Delivering Chassis – Per Delivery	$30.80	$30.80
Lifting Container from Flatbed or Chassis to another Flatbed or chassis – Per Container	$61.30	$61.30
Empty Storage – Per Container/Chassis – Per Day	$3.10	$3.10
Re-Weighing Containers using Truck Scale – Per Container. *This charge does not include cost of unproductive moves in stack.*	$50.00	$50.00
Electrical Service to Refrigerated Container - Per 24-Hour Period– Per Container	$39.35	$39.35
Pre-trip Staging of Reefer Containers– Per Container	$88.00	$88.00
Transaction or Input Fee – Per Transaction or Movement Code - Carriers **Not** Calling NCSPA Deep Water Facilities **Or** Carriers calling NC Ports which require Terminal Operating System transactions not associated with Normal Container Operations	$7.45	$7.45
Customs Facilitation Fee – VACIS (as Required by U.S. CBP for compliance exam) – Per Container	$207.00	$207.00
Customs Facilitation Fee – VACIS (as Required by U.S. CBP for USDA inspection) – Per Container	$207.00	$207.00

Direct Billing Customs Facilitation Fee Administrative Charge, CBP/USDA Import Examinations (as Required for Direct Billing to Beneficial Cargo Owner)	N/A	$51.75
Over-height Container Pick – Per Container	$282.30	$282.30
Stacking/Unstacking of chassis, per number of chassis/bolsters/flat racks to be placed on or removed from the bottom unit *The line is responsible for the supply of dunnage and clips for all bundling operations.* *Charges are for the stacking/unstacking only. (Does not include intra-terminal drayage, if necessary, for positioning to working area.)*		
Straight Time		
One	$115.05	$115.05
Two	$152.40	$152.40
Three	$197.45	$197.45
Four	$261.10	$261.10
Overtime		
One	$140.50	$140.50
Two	$175.43	$175.43
Three	$221.50	$221.50
Four	$285.40	$285.40
Holidays		
One	$164.60	$164.60
Two	$199.75	$199.75
Three	$246.85	$246.85
Four	$310.50	$310.50
Steam Cleaning of Containers (as required to comply with USDA Inspection) – per container	$179.50	$179.50
Administrative Fee for Damaged or P.O.S. Containers	$25.00	$25.00

Definitions:

(a) Receiving is the receipt of a loaded or empty container and/or chassis from the inland carrier at a designated holding area. Receiving does not include grounding the container.

(b) Delivering is the delivery of a loaded or empty container and/or chassis to the inland carrier at a designated holding area. Delivering does not include mounting the container.

(c) Mounting is the physical lifting of a loaded or empty container from the ground onto a chassis or other type of conveyance. Mounting does not include any other service.

(d) Grounding is the physical lifting of a loaded or empty container from a chassis or other type of conveyance to the ground. Grounding does not include any other service.

(e) Segregating is the physical handling of a number of loaded or empty containers in order to gain access to a particular loaded or empty container. Segregating does not include any other service.

(f) Per Diem is a daily charge assessed against each container or chassis for the use of Authority facilities. Per Diem is assessed against all containers or chassis carried on the Authority's equipment inventory at the close of each business day.

(g) Carrier's electronic interchange receipts will be executed only to the extent of noting thereon any apparent damages or deficiencies found by outward visual inspection by cameras of containers and/or chassis at time of receipt from or delivery to inland carrier at holding area.

(h) Holding area is any area designated by the Authority for the holding of containers and/or chassis.

(i) No container and/or chassis leases may be terminated on Authority facilities except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing

subsequent to the transfer. A charge of $12 per container or chassis transferred will be assessed against the steamship line requesting the transfer.

(j) The Customs Facilitation Fee of $207.00 is charged per container selected by U.S. Customs and Border Protection for inspection, and applies to any on-port inspections conducted by CBP that require the container to be moved. It covers removal of container from stack, placement to ground per CBP direction and replacement to stack after inspection, or extra handling during vessel operation. Customs Facilitation Fees will be charged to the account of the ocean carrier.

(k) 24-hour period for electric service begins at 12 a.m. the day the service begins and ends at 12 a.m. the day the service is discontinued.

Item 195 – DEMURRAGE:
IMPORTS ONLY

NON-REFRIGERATED CONTAINERS – Five (5) working days FREE TIME beginning with the first 7:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

REFRIGERATED CONTAINERS – Two (2) working days FREE TIME beginning with the first 7:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

FREE TIME applies only to the steamship line. Demurrage charge will apply upon expiration of FREE TIME.

Non – Refrigerated Containers exceeding free time will be assessed demurrage charges as follows:

Days one (1) through three (3)	$25.00 per container/day for the account of the steamship line
Days four (4) through seven (7)	$45.00 per container/day for the account of the steamship line
Days eight (8) and greater	$65.00 per container/day for the account of the steamship line

Refrigerated Containers exceeding free time will be assessed demurrage charges as follows:

Days one (1) through two (2)	$70.00 per container/day for the account of the steamship line
Days three (3) and greater	$140.00 per container/day for the account of the steamship line

Item 196 - EXPORT CONTAINER WEIGHTS FOR VERIFIED GROSS MASS (VGM):
Pursuant to the April 28, 2016, Declaration of Equivalency to Regulation VI/2 of the International Convention for Safety of Life at Sea (SOLAS) issued by the U.S. Coast Guard which allows existing U.S. laws and regulations for providing verified container weights are equivalent to the requirements of SOLAS Regulation VI/2, NCSPA will provide container weights on behalf of the shipper, unless the shipper requests an alternative method. The specific method allowed by the U.S. Coast Guard for providing the container's verified gross mass (VGM) whereby a terminal weighs the container and, when duly authorized, verifies the VGM on behalf of the shipper is hereby offered by NCSPA. The NCSPA is in full compliance with 29 CFR 1918.85(b) container weight requirements in that it weighs all export containers moving through the port with scales calibrated and certified by the North Carolina Department of Agriculture. To facilitate the safe and efficient movement of export container cargo via the Port of Wilmington, the North Carolina State Ports Authority will utilize the following procedures at the port for weighing of all export containers:

- The gross container weight (cargo and container tare weight) shall be determined in the following way:
    - The truck (including fuel and driver), chassis, container, cargo, and any other ancillary equipment such as genset (where utilized) are weighed intact on the certified scales thereby providing a gross scale weight.

- The weight of the truck (as declared on the Department of Motor Vehicle's registration), chassis, fuel, driver weight and other ancillary equipment (as declared by the trucking company) are deducted from the gross scale weight to arrive at the gross container weight (cargo and container tare weight).

This gross container weight will be supplied to the ocean carrier as the shipper's VGM for the container via EDI 301 or VERMAS transmission contemporaneously with its determination.

These VGMs will be made available to stevedores or others stowing ships in the port for utilization in stowage plans. All shippers shipping export containers via the port authorize the use of these procedures to meet their SOLAS obligations. If a shipper using the port wishes to use an alternate method to comply with its SOLAS obligation, it shall make the necessary arrangements with the ocean carrier moving its cargo. Notwithstanding any such arrangements, however, shippers' containers will be weighed and the weight will be supplied to the ocean carrier as provided in this procedure in order to facilitate compliance with applicable SOLAS requirements and associated guidelines.

All Regulations under this Marine Terminal Operating Schedule #1 (MTO), including, but not limited To, MTO Items 10 (Authority Held Harmless) and 15 (Authority Liability), shall apply.

Item 198 – DAMAGED, FOR SALE & OFF HIRE CONTAINER HANDLING PROCEDURES (Effective August 1, 2016):

Empty containers found in a damaged condition by Authority personnel during the course of normal operations will be reported to the Authority and the ocean carrier. Such containers will be made available for inspection prior to being placed in the designated damaged empty stack. Authority personnel will update the Terminal Operating System to reflect these containers as being damaged.

Ocean Carriers will be able to review the status of their damaged containers by using the Terminal Operating Systems.

Once a container has designated as damaged, Ocean Carriers will have fourteen (14) calendar days to have the container repaired, positioned for vessel loading, or removed from the terminal. The dwell time clock for containers will begin at midnight on the day the container is designated as a damaged container.

If the container is not repaired, repositioned or removed from the terminal within the allotted fourteen (14) calendar days, the Authority will arrange to have the damaged container relocated to a designated area where storage and any handling charges will be assessed against each container. Drayage charges and an Administrative Processing Fee will be assessed against each container that is drayed. Storage of $15.00/container/day and handling charges at the terminal for containers affected by this procedure will be based upon the rates in this MTO schedule. Charges will be based upon the container's arrival date at the terminal, and must be paid prior to the container(s) being released by the Authority. A minimum of forty-eight (48) hours' notice to make a damaged container available for repairs or pick-up is required.

This item also includes "for sale" and "off hire" containers. Carriers will have 14 calendar days to remove such containers before applicable charges will be applied.

The charges in this rule will be assessed in full regardless of provisions in any other agreement between the ocean carrier and the Authority.

SECTION VII
WHARFAGE

Item 200 – WHARFAGE DEFINITION:

(a) Wharfage is a charge assessed against the vessel (unless otherwise noted) for the use of wharves and transit warehouses in the receipt of cargo from or delivery of cargo to ships, barges or other watercraft moored to wharf facilities of the Authority, including cargoes received from or delivered to barges, lighters or other watercraft lying alongside such vessels, or taken from or delivered to the water.

(b) Transshipped break bulk cargo received by land carrier from other Continental United States Ports shall be considered to have earned wharfage upon entering authority facilities. Wharfage will be assessed against the vessel transporting the cargo by water to the U.S. port of discharge and the responsibility for collection and payment of such wharfage shall rest with the local agent of the vessel.

Item 203 – WHARFAGE RATES:

	Morehead City	Wilmington
Cargo Not Otherwise Shown – Per Short Ton	$3.95	$4.45
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	$5.90	$6.80
Dry Bulk Commodities – Per Short Ton	$1.75	$1.75
Flitches, Lumber or Timber, Strapped and Bundled – Per 1,000 Board Feet ***NOTE:*** *When measurement of board feet is applicable and not furnished to the Authority, billing will be based on weight (1,650 pounds per thousand board feet). All measurements will be nominal or gross,* ***not*** *actual.*	$4.50	$5.10
Liquid Bulk – Per Short Ton	$0.81	$0.81

Item 205 – CARGO TRANSIT CHARGE:

Non-waterborne breakbulk, dry or liquid bulk cargoes received by/delivered to land carrier, which were not received from/delivered to ships, barges or other watercraft moored to wharf facilities of the Authority, shall be subject to a Cargo Transit Charge. This charge will be assessed based on wharfage charges and are listed in Item 207, for account of party receiving/delivering the cargo. Cargoes which have been considered to have earned wharfage will not be assessed this charge. Free time see Item 105 on all commodities.

Item 207 - CARGO TRANSIT RATES:

	Morehead City	Wilmington
Cargo Not Otherwise Shown – Per Short Ton	$3.95	$4.45
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	$5.90	$6.80
Dry Bulk Commodities – Per Short Ton	$1.75	$1.75
Flitches, Lumber or Timber, Strapped and Bundled – Per 1,000 Board Feet ***NOTE:*** *When measurement of board feet is applicable and not furnished to the Authority, billing will be based on short*	$4.50	$5.10

*tons (1,650 pounds per thousand board feet). All measurements will be nominal or gross, **not** actual.*		
Liquid Bulk – Per Short Ton	$0.81	$0.81

Item 208 – PASSENGER CHARGES FOR CRUISE ACTIVITY:

When Cruise vessels call the Authority Terminals, a one-time charge of $36.50 per passenger, as listed upon the vessel manifest, will be assessed to the vessel and or its local agent, subject to a minimum charge of $750.

SECTION VIII
HANDLING AND STORAGE

DEFINITION AND RULES

Item 210 – HANDLING:

(a) **DEFINITION**

The physical loading or unloading of cargo to or from rail cars or motor vehicles at point of rest, storage or other appropriate locations on terminal facility; also the physical movement of cargo between any two locations within terminal facility.

(b) **RULES**

1. Handling charges published in this MTO schedule include the loading and unloading of railcars and trucks, but do not include special stowage, blocking and bracing, sorting or grading, or otherwise selecting the cargo for the convenience of carrier or the consignee.

2. Handling charges are assessed against the cargo for each physical handling, as defined in this item.

3. Handling charges published in this MTO schedule will not apply on the following:
   (i) Glass, loose or in packages, exceeding 120 inches in united outside measurement (two greatest dimensions added together).
   (ii) Stone, marble or slate slabs, less than four (4) inches thick, loose or in packages.
   (iii) Commodities named above will be handled by the Authority only under special arrangement with the responsible party

Item 215 – STORAGE:

(a) **DEFINITION**:

Storage is the service of providing warehouse or other facilities for the storing of cargoes subsequent to their receipt from, or prior to their delivery to, vessels or other watercraft berthed at Authority facilities.

(b) **RULES**

1. Storage will be provided only under advance arrangements with the management of Authority facilities.

2. Storage does not include the services of reconditioning, recouping, segregation or handling.

3. The Authority reserves the right to refuse to store, under the same terms and conditions as sound cargo, any slack, torn or damaged cargo which could be harmful to persons, equipment, facilities and other sound cargo, or cargo which may occupy more space than sound cargo normally does.

4. Storage charges provided in this MTO schedule are shown as daily rates. No minimums will apply.

5. Storage charges provided in this apply only on commodities stored in regular covered warehouses, except as otherwise shown. All charges on commodities stored in bonded custom warehouses will be quoted on request.

Item 220 – LEASE:

(a) **DEFINITION**:

Lease is the service of providing warehouse, transit sheds, or other facilities for the private use or operations of third parties on the Authority property. At its sole discretion, the Authority reserves the right to lease its warehouses, transit sheds, acreage or other facilities as negotiated.

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
225	**ARTICLES, NOT OTHERWISE SHOWN**	$38.95	$0.49	$41.90	$0.49
	Palletized for Machine Handling	$10.20	$0.49	$10.90	$0.49
	***NOTE**: For Articles of Extraordinary Value See Item 6*				
230	**ACIDS OR CHEMICALS OTHER THAN BULK, NOT OTHERWISE SHOWN**	$12.30	$0.37	$12.90	$0.37
	Palletized for machine handling	$8.55	$0.37	$9.00	$0.37
250	**BOATS OR YACHTS**				
	Minimum Charge – Per Mobilization	$605.50		$605.50	
	Twin Crane Mobilization Fee	$1,035.00		$1,035.00	
	1. Lifted To/From Motor Carrier or Landside Shift – Per Linear Ft.	$28.90		$28.90	
	2. Lifted To/From Water: ***Prior arrangements must be made before lifting to/from water***				
	0' to 26'	$1,441.75		$1,441.75	
	27' to 30'	$1,547.35		$1,547.35	
	31' to 35'	$1,834.00		$1,834.00	
	36' to 40'	$2,114.50		$2,114.50	
	41' to 45'	$2,940.45		$2,940.45	
	46' to 50'	$3,723.95		$3,723.95	
	51' to 55'	$4,438.10		$4,438.10	
	56' to 60'	$5,612.80		$5,612.80	
	61' and above	Call for Rate		Call for Rate	
	Special accommodations may be subject to additional charges				
	Storage (After 15 Free Days, per linear foot) – Per Day		$0.50		$0.50
	Above rates are subject to Terminal Operators' Liability up to $5 million with $150,000 deductible.				
260	**CEMENT, FELDSPARE, FERRO-ALLOYS, FERRO-CHROME, GRANITE, GRAVEL, MARBLE, MICA SCHIST, ORESA, SANDSTONE:** In Bags, Loose	$12.15	$0.19	$12.70	$0.19
	In Super bags (Holding Greater than 1,000 lbs.)	$9.90	$0.19	$9.90	$0.19
	Palletized for Machine Handling	$8.30	$0.19	$8.30	$0.19

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
280	**FERTILIZER, FERTILIZER MATERIALS**				
	Palletized for Machine Handling	$7.90	$0.30	$8.40	$0.30
	In Bulk	$4.65	$0.23	$4.65	$0.23

(b) **RULES**

1. Lease terms will be provided only under contracts established through advance arrangements with the management of Authority facilities.
2. If advance arrangements and terms are not established under separate agreement the rates here in will apply:
   a. Covered Storage - $6.00/square foot/year or fraction thereof, minimum 30,000 square feet
   b. Open Storage - $30,000/acre/year or fraction thereof, minimum 1 acre.

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
283	**DRY, NON-HAZARDOUS MATERIAL**				
	In Bag, Loose	$13.30	$0.35	$13.30	$0.35
	In Super bags (Holding Greater Than 1,000 lbs.) – Suitable for Machine Handling	$9.90	$0.30	$9.90	$0.30
	Palletized for Machine Handling	$8.00	$0.30	$8.00	$0.30
	In Bulk	$6.75	$0.23	$6.75	$0.23
295	**GRAIN AND GRAIN PRODUCTS, FLOUR, PEANUTS, PEAS, ANIMAL OR POULTRY FEED, FEED SUPPLEMENTS**	$13.30	$0.35	$13.30	$0.35
	In Bags, Loose	$9.90	$0.30	$9.90	$0.30
	In Super bags (Holding Greater than 1,000 lbs.) – Suitable for Machine Handling				
	In Bags, Palletized for Machine Handling	$8.00	$0.30	$8.00	$0.30
	In Bulk	$6.75	$0.23	$6.75	$0.23

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
300	**IRON AND STEEL ARTICLES, LOOSE, IN BUNDLES OR PACKAGES *REQUIRING* COVERED STORAGE:**				
	1. **EXCLUDING** STRUCTURAL BEAMS, FLANGE, PIPE, OR TUBING	$7.85		$7.85	
	2. STRUCTURAL BEAMS, FLANGE, PIPE, OR TUBING	$11.30		$11.30	
	Additional Charges				
	a. Wire Rod for Tire Cord	$1.20		$1.20	
	b. Railcar Loading – Per Car	$98.35		$98.35	
	c. Rail Blocking and Bracing			Labor Furnished Rates	
	Storage	Labor Furnished Rates			
	a. First 90 Days (After Free Time)		$0.24		$0.24
	b. After 90 Days		$0.37		$0.37
301	**IRON AND STEEL ARTICLES, LOOSE, IN BUNDLES OR PACKAGES *NOT REQUIRING* COVERED STORAGE:**				
	1. **EXCLUDING** STRUCTURAL BEAMS, FLANGE, PIPE, OR TUBING	$5.85		$5.85	
	2. STRUCTURAL BEAMS, FLANGE, PIPE, OR TUBING	$9.35		$9.35	
	Additional Charges				
	a) Railcar Loading – Per Car	$98.35		$98.35	
	b) Rail Blocking and Bracing	Labor Furnished Rates		Labor Furnished Rates	
	Storage				
	a) First 90 Days (After Free Time)		$0.19		$0.19
	After 90 Days		$0.24		$0.24
303	**SYNTHETIC STRUCTURALS**				
	REQUIRING COVERED STORAGE	$10.45		$10.45	
	NOT REQUIRING COVERED STORAGE	$8.75		$8.75	
	Additional Charges				
	a) Railcar Loading – Per Car	$98.35		$98.35	
	b) Rail Blocking and Bracing	Labor Furnished Rates		Labor Furnished Rates	
	Storage				
	a) First 90 Days (After Free Time)		$0.24		$0.24
	After 90 Days		$0.37		$0.37

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
310	**LUMBER AND RELATED ARTICLES**				
	Core stock, Door sides, Drawer sides, Hardboard, Wallboard	$11.25		$11.25	
	Plywood, OSB, or Veneer	$5.85		$5.85	
	Logs, Poles or Piling, Wooden, Loose	$12.70		$12.70	
	Logs, Poles or Piling, In Steel-Strapped Bundles	$11.25		$11.25	
	Open Storage – Per Day		$0.24		$0.24
	Covered Storage – Per Day		$0.32		$0.32
312	**FLITCHES, LUMBER OR TIMBER, IN STEEL-STRAPPED BUNDLES – PER 1,000 BOARD FEET**				
	*All measurements will be nominal or gross **not** actual.*				
	Handling to Railcars (Random Sized Bundles) *(1)*	Labor Furnished Rates		Labor Furnished Rates	
	Handling to Railcars (Uniform Bundles) *(1)*				
	Handling To/From Flatbed Truck (Uniform Size Bundles)	$7.80		$7.80	
	Handling to Center-Beam Railcars (Uniform Size Bundles)	$9.05		$9.05	
	Handling Between Point of Rest and Open Storage (When Required)	$5.45		$5.45	
	Open Storage – Per Day		$0.24		$0.24
	Covered Storage – Per Day		$0.32		$0.32
	(1) Railcar tie down and banding, in accordance with AAR requirements are subject to labor rates provided in Item 45 and material expense at actual cost, including blocking and bracing. Lumber will be received or delivered according to physical bundle count only. The terminal will not be liable for the board footage, species, quality or grade said to be contained in such count.				
	Note: When the measurement of board feet is applicable and not furnished to the Authority, billing will be based on weight (1,650 lbs. per thousand board feet).				

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
315	**PROJECT CARGO:**				
	a. Lift On / Lift Off Cargo (Non Self-Propelled) Requiring Lift / Tow Machines or Crane – To / From Rail or Truck				
	Equipment Mobilization (Applied Daily):				
	Top Lift	$274.30		$274.30	
	Crane	$439.90		$439.90	
	Multiple Cranes	$1,035.00		$1,035.00	
	Tonnage:				
	0 – 35 Short Tons	$11.10		$11.10	
	36 – 50 Short Tons	$15.35		$15.35	
	51 – 60 Short Tons	$16.15		$16.15	
	61 – 70 Short Tons	$17.05		$17.05	
	71 – 100 Short Tons	$17.90		$17.90	
	101 – 125 Short Tons	$20.85		$20.85	
	126 – 150 Short Tons	$27.30		$27.30	
	151 – 175 Short Tons	$32.05		$32.05	
	176 – 200 Short Tons	$36.95		$36.95	
	201 – 212 Short Tons	N/A		N/A	
	Open Storage (All Units) – Per Day		$0.19		$0.19
	Covered Storage (All Units) – Per Day		$0.32		$0.32
	Notes: 1) The use of cranes or top-lifts for handling lift on / lift off cargo is determined based on safety and dimensional requirements at the discretion of the NCSPA. Lifts over 150 short tons require a tandem lift. 2) For cargo that is determined to be oversized the Authority reserves the right to quote based on measurement tons (40 cubic feet). 3) For cargo that is determined to be of exceptional value the Authority reserves the right to quote separate rates basis ad valorem.				

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
316	**VEHICLES, RO-RO MACHINERY**				
	Non-Commercial Vehicles: Autos, SUVs and Pickup Trucks – Per Unit	$40.75		$40.75	
	High and Heavy: Trucks, Buses, Campers, Trailers, Machinery – Per Unit	$81.40		$81.40	
	Cargo NOS (Tanks)	$140.00		$140.00	
	Storage for Non-Commercial – Per Day		$2.45		$2.45
	Storage for High and Heavy – Per Day		$3.75		$3.75
	Storage for Cargo NOS (Tanks) – Per Day		$3.75		$3.75
318	**U.S. or Foreign MILITARY DEPLOYMENTS OR EXERCISES**	$4.35	$2.75	$4.35	$2.75
	The following rates will be assessed, as applicable, whenever Military conducts deployments and/or exercises at Authority facilities. These rates cover wharfage, cargo assembly areas, and storage for 21 consecutive days. Rates will be assessed per measurement ton (40 cubic feet). Tracked or Wheeled Vehicles/Equipment, Helicopters, Containers, NOS				
	Cargo Remaining on Authority Premises Exceeding 21 Days, Per Measurement Ton, Per Calendar Month	$11.10		$11.10	
	Passengers Embarking or Disembarking, Each Way – Per Passenger				
	A container is considered to be a piece of equipment measuring from 20 to 48 feet in length, designed for the transport of goods by water. It must be fitted with ISO corner fittings so as to be mounted on a chassis or railcar for further transport.				
325	**PAPER AND PAPER PRODUCTS**				
	Boxboard, Kraftboard, Linerboard, Paperboard, or Pulpboard	$7.40	$0.19	$8.45	$0.19
328	**RUBBER**				
	Palletized or in Bins Designed for Machine Handling	$8.80	$0.19	$8.80	$0.19
	Loose	$13.60		$13.60	
350	**WOODPULP**				
	Bales or Rolls, Loose	$9.05	$0.24	$9.05	$0.24
	Unitized	$8.40	$0.24	$8.40	$0.24

(In dollars and cents per short ton, unless otherwise noted)