



2202 BURNETT BOULEVARD
WILMINGTON, NC 28401

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

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Cancels and replaces in its entirety Terminal Tariff No. 7 and all previous editions of MTOS #1

ISSUED BY:
North Carolina State Ports Authority
2202 Burnett Blvd.
Wilmington, NC 28401

TABLE OF CONTENTS

SECTION I - GENERAL RULES - REGULATIONS - DEFINITIONS

	Item #	Page #
Application of Marine Terminal Operator Schedule	5	3
Authority Held Harmless	10	4
Limitation of Authority Liability	15	4
Authority Rights	20	4
Delays and Detentions	25	5
Holidays	30	5
Insurance	35	6
Force Majeure	37	8
Reporting Accidents, Injuries or Damages	38	9
Payment of Charges and Invoices	40	9
Registration Required	42	10
Quotation of Special Rates, Rules, and Regulations	45	10
Storage of Dangerous Goods	47	11
Obstructions and Cargo Left on Wharf	48	11
Refused Cargo, Vessel to Vacate Berths	50	12
Unauthorized Berthing	53	13
Regular Working Hours	55	13
Requirements of Prior Instructions	60	14
Containers Requiring Fumigation	62	15
Responsibility for Cleaning Facilities	65	15
Responsibility for Damage to Facilities	70	15
Segregation of Cargoes	75	15
Access to Facilities	77	16
Shippers Requests and Complaints	80	17
Forum for Resolution of Disputes	82	17
Storage of Cruise Passengers' Private Vehicles	85	17
Appointments	87	17
Timely Recovery of Claims	90	17
Personnel Access to Facilities	92	18
Terminal User Obligations for the use of SACP	95	18
Providing Billing Information	96	19

SECTION II – SECURITY SURCHARGE

	Item #	Page #
Definition	97	20
Application	98	20

SECTION III - FREE TIME

	Item #	Page #
Reimbursable Service Program, Definition	100	21
Free Time Allowed	105	22

SECTION IV - DOCKAGE

	Item #	Page #
Definition	120	22
Application, Lay berth, & Rates	125	23

SECTION V - MISCELLANEOUS CHARGES

	Item #	Page #
Cleaning Docks and Removing Trash, Land Usage	130	24
Crane Rental	135	25



Equipment Rental	140	27
Labor Furnished Rates	145	28
General Cargo Overtime Charges- Late Truck Delivery/Pick-Up	150	29
Supervisory Personnel	157	29
Minimum Charges	159	29
Special Services	160	30
Terminal Usage Fees	170	31
Terminal Usage & Special Handling for Hazardous Materials	172	31

SECTION VI - CONTAINER CHARGES

	Item #	Page #
Container Charges	190	33
Demurrage (Loaded Container Storage)	195	36
Export Container Weights for Verified Gross Mass (VGM)	196	37
Empty Container Storage Allowance Charge	197	38
Damaged, For Sale & Off Hire Container Handling Procedures	198	38

SECTION VII - WHARFAGE

	Item #	Page #
Wharfage Definition	200	39
Wharfage Rates	203	39
Cargo Transit Charge	205	40
Cargo Transit Rates	207	40
Passenger Charges for Cruise Activity	208	40

SECTION VIII - HANDLING AND STORAGE

	Item #	Page #
Handling	210	41
Storage	215	41
Bonded Storage, Lease	216	42
Handling and Storage Rates	225-328	43-48

SECTION I

GENERAL RULES - REGULATIONS – DEFINITIONS

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

- (a) The use of North Carolina State Ports 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 North Carolina State Ports Authority facilities and to be responsible for the disciplining of any infractions thereof by such persons or firms and their employees.
- (b) Rates, charges, rules, and regulations published or referred to in this MTO schedule shall apply equally to all users of, 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.
- (c) 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.
- (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) All users of the North Carolina State Ports Authority’s facilities, including the terminal, are required to observe and comply with all municipal, state, and federal laws, rules, regulations, requirements, orders and directions, including, but not limited to, those promulgated by the United States Coast Guard, the U.S. Department of Transportation, the North Carolina Department of Transportation, the Occupational Safety and Health Administration, and the Environmental Protection Agency, and will be held responsible for any violation of same.
- (f) Articles of a highly flammable, explosive, or otherwise hazardous nature or articles of 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 the North Carolina State Ports Authority's facilities, including the terminal, agree to defend, indemnify and save harmless the North Carolina State Ports Authority, its directors, officers, employees, and agents, from and against all losses, claims, causes of demand, demands, costs and expenses, including attorneys' fees, liabilities and lawsuits, suffered or incurred by the North Carolina State Ports Authority, arising from personal injury or death, or damage or destruction of property, incident to or resulting from (i) operations at the North Carolina State Ports Authority's facilities, including the terminal, and/or the use of the North Carolina State Ports Authority's facilities' and terminal's equipment, by all such users, and (ii) breach of, or failure to comply with, any requirement set forth herein by such user, its employees, agents, contractors, subcontractors, suppliers, customers, visitors or licensees, except as may be caused by the gross negligence of the North Carolina State Ports Authority.

Item 15 – LIMITATION OF AUTHORITY LIABILITY:

Except as may be caused by its own gross negligence, the North Carolina State Ports Authority shall not be responsible for or liable for loss or damage of any equipment, freight, or cargo handled over, through or stored in its facilities, including on the terminal, resulting from fire, water, frost or other action of the elements, theft, terrorism or other causes beyond its control, collapse of buildings, shed, platforms or wharves, settling of floors or foundations, breakage of pipes, loss or damage caused by rats, mice, moths, weevils or other animals or insects, nor shall the North Carolina State Ports Authority be responsible for or liable for any loss or damage of any equipment, freight, or cargo arising from, incident to or resulting from, singly or in combination with, strikes, tumult, insurrection, or any act of God, as further set forth in Item 37 below.

Regardless of the nature of any loss, claim, cause of demand, demand, cost and expense, whether in contract, tort, warranty or otherwise, to the extent permitted by applicable law, in no event shall the North Carolina State Ports Authority be liable for any indirect, consequential, incidental, punitive, or special damages or loss of any kind.

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*:

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

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

* **Wilmington NC Ports Container Terminal Holidays** will vary from above holidays.

Check online at the NC Ports Customer Access Portal for more information.

**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:

Charges published in or referred to by this MTO Schedule or other terminal agreements entered by the Authority as provided in Item 45, herein, do not include any expense of fire, storm, or other insurance covering owner of the cargo's interest in any property transported to, unloaded at, or located on Authority facilities. All such insurance desired by the owner of the cargo ("Owner") must be arranged or provided by the Owner.

All Port users and firms, including but not limited to Ocean Carriers, Stevedoring Companies, Ships' Agents, Shippers or Consignees, and Rail or Trucking Companies shall at their own expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on or at Authority facilities. All users agree that certificates of insurance and endorsements by AM best rated companies (A or better) shall be maintained on file with the Authority and that new certificates and endorsements shall be furnished to the Authority upon any changes in the users' insurance coverages.

Insurance requirements are subject to change and will be determined on a case-by-case basis based on the type of work each vendor or individual port user performs on the terminals. Proof of valid insurance in accordance with applicable state law will be documented through North Carolina Ports access control procedures.

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 ten (10) days prior written notice to the Authority, Attn: Insurance, P. O. Box 9002, Wilmington, NC 28402.

(1) GENERAL

(A) Workers' Compensation and Employer's Liability Insurance covering all persons in the employ of the user shall be provided in accordance with all applicable federal and state laws. Employer's liability insurance limits shall not be less than Five Hundred Thousand Dollars (\$500,000) per accident and Five Hundred Thousand Dollars (\$500,000) per employee for disease claims. The policy shall include an endorsement waiving the right to subrogate against the Authority.

(B) Commercial General Liability insurance (including broad form contractual liability) to cover the user while operating on Authority facilities and/or while performing work using Authority property, from any and all claims for damages arising out of bodily injury, sickness, or disease, including wrongful death, or property damage or personal or advertising injury, which may result from its operations. Commercial General Liability limits shall be determined by the business type at the sole and absolute discretion of the Authority, but in all instances, it shall be in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage arising out of any one incident and an aggregate of at least Two Million Dollars (\$2,000,000.) Required General Liability insurance limits may be met by a combination of General Liability and Excess Liability or umbrella policies. The Authority shall be named an additional insured with respect to the Commercial General Liability policy, and it shall include an endorsement waiving the right to subrogate against the Authority and properly include a notice of cancellation clause.

(C) Automobile Liability insurance to cover any automobile vehicles owned, leased, borrowed, or otherwise operated by or on behalf of the user. Automobile Liability insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage liabilities.

Item 35 - INSURANCE: continued

(D) If any boats, barges, ships, or other watercraft are used in connection with the work to be performed on Authority facilities, the user shall provide (1) Protection and Indemnity Insurance and (2) Hull Coverage with the running down clause to cover such watercraft. The policy limit should be no less than One Million Dollars (\$1,000,000) per accident and shall include coverage for Jones Act/crew and wreck removal. The Protection and Indemnity policy should be endorsed to name the Authority as an additional insured.

(E) Property or Inland Marine insurance shall be carried by and be the responsibility of the user as the user may deem advisable on any personal property, cargo, equipment, furnishings, additions and improvements, betterments or any other property stored or maintained within or attached to Authority facilities. Except as caused by its own gross negligence, the Authority is not responsible for personal property, cargo, equipment, furnishings, machinery, additions or improvements, betterments or any other property that is owned by the user or in the user's care, custody, and control.

All insurance required herein shall be endorsed to provide that it is primary with respect to any insurance carried by the Authority and no insurance coverage of the Authority shall be called upon to contribute to the payment of any losses that would otherwise be paid by the user or covered or paid by the user's insurance.

The above insurance policies shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire while the user maintains active operations at or continues use of Authority facilities. The policy shall include an endorsement waiving the right to subrogate against the Authority. The Authority reserves the right to modify insurance requirements herein at its sole and absolute discretion.

(2) OCEAN CARRIERS

In addition to insurance requirements listed above in (1) GENERAL, Ocean Carriers calling the North Carolina State Ports Authority must also, at their own expense, maintain and shall provide evidence that the following insurance coverages are in force covering their operations on or at Authority facilities.

(A) Ocean Carriers shall provide to the Authority evidence of Protection and Indemnity Insurance and Hull coverage with the running down clause covering any watercraft used in a service calling the Authority. The policy limit for the Protection and Indemnity Coverage shall be not less than Five Million Dollars (\$5,000,000) for each accident and shall include Jones Act/crew coverage and wreck removal.

(3) STEVEDORING COMPANIES

In addition to the insurance requirements listed above in section (1) GENERAL, Stevedoring companies must also, at their own cost and expense, maintain and provide evidence of the following insurance coverages in force covering their operations on or at Authority facilities.

(A) If the Stevedoring company considers any of its employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, or any other persons transacting business with or for such Stevedoring company's business in or upon Authority facilities to be subject to the United States Longshore and Harbor Workers' Compensation Act coverage then such coverage shall include an endorsement waiving the right to subrogate against the Authority.

(B) Terminal Operators Legal Liability coverage in an amount of not less than Ten Million Dollars (\$10,000,000) to cover the Stevedoring company's operations on or at Authority facilities. The Authority shall be named an additional insured with respect to the Terminal Operator's Legal Liability policy. The policy shall include an endorsement waiving the right to subrogate against the Authority.

Item 35 - INSURANCE: continued

(C) If the Stevedoring company provides vessels or other floating equipment in connection with its work, it shall provide to the Authority evidence of Protection and Indemnity Insurance and Hull Coverage with the running down clause covering any watercraft used. The policy limit for the Protection and Indemnity Coverage shall be not less than Five Million Dollars (\$5,000,000) for each accident and shall include Jones Act/crew coverage and wreck removal. The Protection and Indemnity policy shall be endorsed to name the Authority as an additional insured. The policy shall include an endorsement waiving the right to subrogate against the Authority.

(4) RAIL CARRIERS

General Liability (or equivalent) coverage in an amount of not less than Ten Million Dollars (\$10,000,000) to cover the Rail carrier's operations on Authority facilities. The Authority shall be named an additional insured with response to the General Liability policy. The policy shall be primary and not contributory with any other insurance maintained by Carrier and shall include an endorsement waiving the right to subrogate against the Authority. Carrier shall also agree to maintain Federal Employers Act Liability (FELA) in compliance with federal and/or statutory requirements. This policy shall include a waiver of subrogation against the Authority.

(5) TRUCKING COMPANIES

For those individuals applying to register their TWIC card at the NC Ports Badging Office, proof of vehicle registration documenting at least the minimum insurance coverage allowed by North Carolina law is required. The Authority reserves the right to deny access to its facilities if the required information is not presented.

Item 37 – FORCE MAJEURE:

Except as may be caused by its own gross 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.

For the purpose of this Item 37, the term "FORCE MAJEURE" is defined to include, but not be limited to, any act of God, a strike, lockout or other labor trouble, any epidemic or pandemic, earthquake, fire, storm, wind, flood, hurricane or other weather-related occurrence, civil disturbance, war, an act of any governmental authority, an act of terrorism, a cyberattack, an explosion, or any other cause or circumstance whatsoever that is beyond the Authority's reasonable control.

Item 38 – REPORTING ACCIDENTS, INJURIES OR DAMAGE

All accidents, injuries or damage must be reported at the time of discovery to the NCSA Port Police Department at (910) 764-6450.

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 will meet thereafter in an attempt to resolve the claim.

Item 40 – PAYMENT OF CHARGES AND INVOICES:

- (a) For each 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
2202 Burnett Blvd.
Wilmington, NC 28401
Phone: (910) 763-1621
Email: CustomerService@ncports.com

In order for cargo to be released/delivered from/to Authority premises, 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
Phone: (910) 763-1621
Email: CustomerService@ncports.com

- (b) The responsibility for terminal charges assessed against a vessel including, but not limited to, dockage and wharfage, shall rest either with the vessel’s agent, vessel operator/owner, forwarding party or beneficial cargo owner.
- (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, unless otherwise agreed. Failure to pay promptly will cause the name of the invoiced party 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.

Item 40 – PAYMENT OF CHARGES AND INVOICES: continued

- (f) The Authority reserves the right require cash in advance or bond equivalent for all charges which may accrue against cargo or vessels if credit has not been established through the office of the Chief Financial Officer 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.
- (g) 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 one percent 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.
- (h) Should there be any questions about the 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, 2202 Burnett Blvd., Wilmington, North Carolina, 28401, 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.
- (i) NCSA reserves the right to correct any contract billing errors discovered through a normal 12-month audit process.
- (j) Payment by credit card must be approved and subject to a convenience fee of 3.5%.

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, all firms 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 special rates, rules, payment terms and conditions with unique applicable parties, and such special rates, rules, payment terms and conditions shall supersede and replace this MTO Schedule only to the extent they conflict with the rates, rules, payment terms and conditions set forth herein. Absent any such conflict, this MTO Schedule shall remain in full force and affect.

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 workspace, closing off berth(s), or shutting down vessel operations, shall be assessed to the vessel discharging/loading such cargo.

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

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

Item 48 – OBSTRUCTIONS AND CARGO LEFT ON WHARF:

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, ABANDONED, 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. Further, any property located on any of the Authority's Port Facilities shall be deemed abandoned and unclaimed if such property is left or stored on the Authority's Port Facilities for longer than thirty (30) days. For the purposes of this Section, property, hereafter "Property", shall include, but not be limited to, containers, chassis, drums, tanks, vehicles, boxes, cargo, goods, parts, and any other equipment.
- (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) After the thirty (30) day periods as specified in this Section, the Authority reserves the right, in its sole and absolute discretion, to sell at public or private sale, or otherwise dispose of, any cargo, merchandise or Property that is abandoned or unclaimed, and shall be entitled to the full proceeds of any such sale.

Item 52 - VESSELS TO VACATE BERTHS:

The Authority may order any vessel to vacate any berth when it 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 notice 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 53 – UNAUTHORIZED BERTHING:

If any vessel or barge docks at any North Carolina State Ports Authority facility without requesting a berth or without approved prior arrangements, such vessel or barge will be assessed a penalty (schedule of penalty rates listed below) for each hour of non-compliance. Continued violation of this Section may result in denial of future berthing privileges or any other legal remedy.

(a) **RATES:**

(1) VESSELS, not otherwise shown	Wilmington & Morehead City
Less than 250 feet	\$1,000.00
250 to 650 feet	\$2,000.00
Greater than 650 feet	\$3,000.00

(3) BARGES AND TUGS	Wilmington & Morehead City
Less than 250 feet	\$1,000.00
250 feet and greater	\$2,000.00

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 through Friday, with exception of holidays. Services performed during regular working hours will be charged for on a straight time basis.
- c. When NCSA 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, cargo owners or carriers shall furnish in advance specific instructions for the disposition of cargoes to be received for in/outbound movement at Authority facilities. Storage resulting from lack of instructions shall be the responsibility of the cargo and/or forwarder.

For acceptance of export breakbulk cargo, either an Export Dock Receipt or completed Authority Handling form shall be supplied with the following information.

Exporter/Shipper
Commodity Description
Number of Pieces / Weight (gross) / Dimensions
Identification Marks
Exporting Carrier/Vessel and Voyage Number
Booking Number
Port of Discharge
Freight Forwarder and Reference Number
Hazardous Certificate, When Required
Miscellaneous Services Required
Bill to Party for Terminal Services and Reference Number (with credit approved by Authority)

For Breakbulk import cargo a delivery orders shall be provided with the following information.

Importer / Cargo Owner
Vessel name/voyage number
Ocean bill of lading number
Commodity Description
Port of discharge
Cargo weight, marks and numbers of units
Delivery (pick-up) carrier
Cargo destination (city and state)
Customs entry number
Bill to Party for Terminal Services and Reference Number (with credit approved by Authority)

Email this information to:

Wilmington NC terminal: cargocontrol@ncports.com

Morehead City NC terminal: mhcsr@ncports.com

Item 62 – FUMIGATION:

Only licensed companies approved by and registered with the Authority may perform fumigation services within areas designated by the Authority.

Conduct all operations in accordance with Authority, Federal, Coast Guard, OSHA, State, Local, Municipal laws, regulations, and statutes.

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 cleaned and bill the responsible user. A \$250.00 administrative fee will be charged for coordinating these services.

Item 67 – GENERAL HOUSEKEEPING FOR ALL PORT USERS:

In accordance with the Authority Safety and Security Regulations Section 17 “General Housekeeping”, it shall be unlawful for any user of the Authority to leave garbage, litter, rubbish, or excess materials anywhere on port property other than designated trash cans or recycling bins. Any person found in violation will be subject to a \$25 fine and/or revocation of access rights to any or all the properties owned or under the control of the Authority.

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.

Users damaging the Authority facilities or equipment will be liable for the cost to repair or replace the damaged facilities or equipment plus:

- a. **Minor Damage** (Under \$500): \$150 flat administrative fee
- b. **Moderate Damage** (\$500–\$10,000): \$300 flat administrative fee + 15% of the total repair cost
- c. **Major Damage** (Over \$10,000): \$300 flat administrative fee + 15% of the total repair cost w/ cap of \$15,000 markup (i.e. markup goes only up to \$100,000 claim value and beyond that not applicable).

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 in writing and approved by the Authority, the Authority will segregate cargo charging applicable labor and equipment rates.

Item 77 – ACCESS TO FACILITIES:

The North Carolina State Ports Authority (NCSPA) marine terminals are federally regulated maritime facilities that must adhere to and enforce the Maritime Transportation Security Act (MTSA) regulations. The NCSPA is fully compliant with the provisions of the MTSA and utilizes the federal Transportation Workers Identification Credential (TWIC) as the primary credential to initiate unescorted access.

FACILITY ACCESS POLICY

1. Individuals with a valid TWIC card will be granted access under the following conditions:
 - a. They must have a valid TWIC card in their possession,
 - b. They must be able to demonstrate a legitimate reason to enter the port,
 - c. They must possess a valid photo government issued identification (i.e., driver’s license),
 - d. They must register in the NCSPA Access Control System by obtaining a Port Access Card.

2. Individuals with a payment receipt, or an enrollment email confirmation showing that they have applied for their initial or first TWIC card will be allowed escorted access for thirty (30) consecutive calendar days.

3. Individuals with a payment receipt, or an enrollment email confirmation showing that they have applied for a renewal of their TWIC card will be granted unescorted access for thirty (30) consecutive calendar days provided the payment receipt, or the enrollment email confirmation is dated before the expiration of the original TWIC card.

4. Individuals that have a payment receipt, or an enrollment email confirmation showing that they have reported their TWIC card lost, stolen or damaged will be granted thirty-seven (37) consecutive calendar days of unescorted access provided the individual was previously enrolled in the NCSPA Access Control System.

5. Individuals without a valid TWIC (Non-TWIC Holders) will be granted access under the following conditions:
 - a. Individuals without a TWIC who regularly access NCSPA facilities must obtain a Port Access Card upon their first visit to any NCSPA facility. Regular access is defined as an individual that will access the facility five (5) times in a 365-day period. Regular Access Users include but are not limited to, Port Employees, Port Tenants, Stevedores, Contractors, Longshoremen, Vendors, Truck Drivers, Customers, etc. All visitors to the terminals **must** receive a day pass from our Badging Office to be granted access to facilities.
 - b. Individuals without a TWIC will be granted a maximum of thirty (30) escorted facility visits.
 - (1) The Authority may provide TWIC escort service. TWIC Escort Cost Per Hour shall be in the amount of Ninety and No/100 Dollars (\$90.00) per hour during normal business hours (6:00AM to 5:59PM) at NCSPA’s marine terminals at the Port of Wilmington and the Port of Morehead City. The TWIC Escort Cost Per Hour after normal business hours (6:00PM to 5:59AM) shall be in the amount of Ninety-Five Dollars (\$95.00) per hour.
 - c. Individuals without a TWIC must apply for their TWIC card before the expiration of their 30th visit.
 - d. Individuals without a TWIC must produce a payment receipt, or an enrollment email confirmation before the expiration of their thirtieth (30th) escorted visit. Failure to do so will result in their access to NCSPA restricted or secure areas being denied.
 - e. Individuals who have applied for their TWIC card and are waiting for its arrival can present their payment receipt, or the enrollment email confirmation to port police and the individual will be granted an additional thirty (30) consecutive calendar days of escorted access. In the event the individual’s TWIC card is delayed beyond thirty (30) days, the individual can present a letter from TSA explaining why their card has been delayed receiving an extension.
 - f. Individuals who are denied a TWIC by TSA will not be granted access to any NCSPA restricted or secure areas.

Item 80 - REQUESTS AND COMPLAINTS:

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

Business Development Department
2202 Burnett Blvd.
Wilmington, NC 28401
Phone: (910) 763-1621
Email: CustomerService@ncports.com

Item 82 - FORUM FOR RESOLUTION OF DISPUTES:

In the event of any dispute between the 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 87 – APPOINTMENT SCHEDULE:

The Authority will operate on a first come/first served basis, however, it reserves the right to designate an appointment schedule. Failure to adhere to the appointment schedule may result in rescheduling to the next available appointment time.

Item 90 - TIMELY RECOVERY OF CLAIMS:

All claims for damages or losses incurred on or at Authority facilities, including but not limited to, cargo loss, cargo damage, carrier equipment damage, container damage, and mis-delivery claims must be filed in writing with the Authority. All claims must be filed within thirty (30) days of the event giving rise to the damage or loss.

- (a) Such claims shall include the following information:
- (1) Description of claim
 - (2) Description of events giving rise to the claim
 - (3) Vessel name and date; and
 - (4) Supporting documents, including but not limited to:
 - i. Billing documents
 - ii. Photographs; and
 - iii. All other documents relevant to the issue.
- (b) All claims filed against the Authority for damages to carrier equipment while in the custody of the Authority must be accompanied by an official NCSPA police report.

Item 90 - TIMELY RECOVERY OF CLAIMS continued:

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

NC Ports / Claims Department
2202 Burnett Blvd.
Wilmington, NC 28401
Phone: (910) 763-1621
Email: Customerservice@ncports.com

- (d) Charges and claims of all kinds 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.

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.

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), as set forth in Item 77 above. 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 Authority employees, federal government employees, or emergency responders.

As of November 1, 2008, any persons without a TWIC must be escorted by an authorized escort. 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 – TERMINAL USER OBLIGATIONS FOR USE OF SACP CHASSIS POOL

Any user of the Terminal that uses Chassis from the South Atlantic Chassis Pool (SACP) is subject to the terms and conditions of SACP Manager's standard chassis interchange agreement and current version of the South Atlantic Consolidated Chassis Pool Tariff. Terminal SACP users shall also be liable for payment to Manager and SACP of all charges associated with the unauthorized use of chassis under the then current version of the South Atlantic Consolidated Chassis Pool Tariff. <https://sacppool.com/documents-and-links>

Item 96 - PROVIDING BILLING INFORMATION:

All vessels, their owners, agents, and stevedoring companies shall permit the Authority access to manifests, loading or discharge lists, Statement of Facts report or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges.

All documents must be furnished in advance prior to vessel arrival or departure or cargo movement and must possess all information which is required for the accurate billing of cargo and vessel charges.

Failure to adhere to this rule will result in an administrative charge and may result in the denial of the Authority's berths and facilities until user complies.

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.

Facility Security – any vessel crewmember found on the port facility in violation of the North Carolina Ports Facility Security Plan will be investigated, escorted back to their vessel, and banned from reentry through the facility.

Vessel personnel requesting TWIC escorted access through the port must first arrange for qualified TWIC escort and then notify North Carolina Ports Police Department (duty Sergeant) via phone prior to stepping onto the gangway. All vessel personnel without a TWIC shall remain on the ship until a certified TWIC escort has arrived at the pier.

Authority, at its sole discretion, may require the vessel to hire, at its own expense, qualified, unarmed security guards to monitor the vessel’s access point to the facility while alongside berth. Once a security guard is required by North Carolina Ports the only vessel crew members allowed on or off the vessel are those who are conducting vessel operations within the crew confinement area.

Nothing herein shall be construed to alter the vessel’s obligation, and that of its owners and operators, to remain fully compliant with all international, federal, and local security laws and regulations. Vessels are to ensure that vessel officers, crew and any other personnel who are not granted permission to disembark by the concerned authorities shall always remain on board while at berth.

All vessels, prior to occupying Authority berth, shall have an approved Vessel Security Plan, be in full compliance with ISPS Code & MTSA 2002 and shall follow instructions that may be given by the Facility Security Officer or Company Security Officer as the circumstances may necessitate.

Vessels will advise the Authority of all deliveries or visitors at least 24 hours in advance. Facility access requests must be emailed 24 hours in advance to TWIC_wilm@ncports.com for Port of Wilmington or TWIC_mhc@ncports.com for Port of Morehead City prior to requested access time.

Item 98 – APPLICATION:

Users of Authority services or facilities, who withhold, refuse, or otherwise fail to pay properly assessed security surcharges, at the sole discretion of the 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	Wilmington & Morehead City
98 (a)	Fully Cellular Container Vessels: (excluding containers being restowed)	\$10.00 per container, laden or empty, to or from the vessel.
98 (b)	Other than Fully Cellular Container Vessels:	\$3.99 per linear foot, based upon registered LOA

Vessels and agents agree to accept all responsibility for its sponsored, including but not limited to, any fine or liability imposed on Authority by the U.S. Coast Guard or other federal agency for failure of such employee to follow applicable United States Code of Federal Regulations and North Carolina Ports' security policies. Any fine received from a federal agency will be assessed to the responsible entity through this security tariff with a 25% surcharge added.

Vessel owners, vessel charters, and vessel agents are responsible for the crewmembers on board vessels docked at North Carolina Ports facilities. As such any crewmember violating North Carolina Ports security requirements that result in a breach of security will result in monetary penalties levied against those entities responsible for crewmembers on board ships docked at North Carolina Ports facilities. Monetary penalties will be imposed on a per person and per occurrence basis:

First security breach: \$500 (per person)

Second security breach: \$1000 (per person)

Third security breach: Vessel no longer allowed to moor at Authority facilities until additional security measures are enacted and approved by North Carolina Ports (additional security measures will be paid for by the vessel owner, vessel charterer, or vessel agent).

Tenants of Authority with contractual obligations associated with vessels docked at Authority facilities are subject to the following monetary penalties if vessel crewmembers or tenant employees violate North Carolina Ports security requirements that result in a Breach of Security:

First security breach: \$500

Second security breach: \$1000

Subsequent security breaches will be assessed in increments of \$1000.

Item 99 – Reimbursable Service Program Administrative Fee:

North Carolina State Ports Authority (NCSPA) will administer a flat hourly rate for submitting requests on behalf of vessel's agent. Requests will be submitted through Custom and Border Protection's (CBP) Portal, otherwise known as Reimbursable Service Portal (RSP). The flat rate is set at \$325 per hour, measured on a ¼ hour basis, with the length of time per each operation confirmed by CBP. Invoices will be directed to the vessel's agent by associated voyage.

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 discharge. 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 Item 105, 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 or to be loaded aboard vessels berthed at Authority facilities, including Saturdays, Sundays, and holidays:

	Wilmington Morehead City
In Covered Areas	10 Days
In Open Areas	15 Days
Exceptions:	
Project Cargo	10 Days
Project Cargo – stored on berth	0 Days
Lumber – Open Areas	30 Days
Metals (Ferrous & Non-Ferrous)	30 Days
Boats & Yachts	5 Days
Ro-Ro	10 Days
Hazardous Cargo	0 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:

- (b) Dockage will be computed on feet LOA (Length Overall).
Exceptions: Liquid tankers. (See applicable charges in Section 125(g) below.)
- (c) 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.
- (d) After the first 24-hour period of dockage assessment, dockage will be assessed on an hourly basis; 1/24 of daily dockage charges for each hour over the initial 24-hour period.
- (e) The party responsible for dockage charges for vessels will be identified to the Authority prior to vessels arrival.
- (f) For container vessels, dockage charges may be included in the respective throughput rate starting from 2 hours prior to 2 hours after cargo operations. Any additional time at berth prior to or after this time will be invoiced at applicable dockage rates on an hourly basis, i.e., 1/24 of daily dockage charge for each hour and will be billable to the Carrier. Additional dockage charges will not apply for vessels impacted by weather or tidal restrictions.

(g) **LAY BERTH:** Vessels making regular scheduled calls to the facilities of the Authority may be granted, upon request, lay berth at one-half the published schedule rate for dockage, subject to dockage minimum charge, and based on berth availability and discretion of the Authority. Verbal requests or requests received less than 24 hours prior to arrival and docking at Authority facilities will not be considered.

(h) **RATES:**

(1) VESSELS, not otherwise shown	Wilmington & Morehead City
Less than 250 feet	\$9.25
250 to 650 feet	\$12.50
Greater than 650 feet	\$13.50

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

Note: Liquid tankers/Liquid Barges will be computed on the highest gross registered tonnage figure.

(2) LIQUID TANKERS / LIQUID BARGES	Wilmington & Morehead City
Per GRT, 24-hour minimum applies	\$0.56

(3) BARGES AND TUGS	Wilmington & Morehead City
Less than 250 feet	\$5.35
250 feet and greater	\$9.25

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) Vessels

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.

(b) Charges for Vessels

Charges for cleaning docks and removing materials following departure of a vessel calling at the Authority's facilities to load or discharge 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:

- i. 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 all Authority, local, state, national and international laws, and regulations.

Item 131 – LAND USAGE:

Any tenants or other users of North Carolina State Ports Authority facilities who occupy or otherwise use property or premises for parking, storage or any other purpose whatsoever, which usage is not authorized, shall be charged at a rate of \$50,000 per acre per year for any period the unauthorized port space is utilized.

**Item 135 - CRANE RENTAL:**

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

STS Container Cranes	Morehead City	Wilmington
<i>Actual Operating Time – Per Hour</i>		
Straight Time		\$1,087.00
Overtime (Except on Holidays)		\$1,185.00
Holidays		\$1,288.00
<i>Standby Time – Per Hour</i>		
Straight Time		\$202.00
Overtime (Except on Holidays)		\$350.00
Holidays		\$368.00
Harbor Cranes (Including Bulk Hopper Rental)		
<i>Actual Operating Time – Per Hour</i>		
Straight Time	\$381.00	\$371.00
Overtime (Except on Holidays)	\$483.00	\$469.00
Holidays	\$550.50	\$535.00
<i>Standby Time – Per Hour</i>		
Straight Time	\$127.00	\$124.00
Overtime (Except on Holidays)	\$180.00	\$175.00
Holidays	\$249.00	\$242.00
Mobile Cranes		
<i>Actual Operating Time – Per Hour</i>		
Straight Time	\$258.00	n/a
Overtime (Except on Holidays)	\$412.00	n/a
Holidays	\$515.00	n/a
<i>Standby Time – Per Hour</i>		
Straight Time	\$124.00	n/a
Overtime (Except on Holidays)	\$175.00	n/a
Holidays	\$242.00	n/a
Hazardous Cranes		
When rental of STS container crane is used due to berth restrictions for handling Hazardous / Explosive material, the following rates shall apply:		
<i>Actual Operating Time – Per Hour</i>		
Straight Time		\$467.00
Overtime (Except on Holidays)		\$590.00
Holidays		\$674.00
<i>Standby Time – Per Hour</i>		
Straight Time		\$155.00
Overtime (Except on Holidays)		\$220.00
Holidays		\$420.00



- (b) **“TON” definition:** Except as otherwise provided in individual terms, the term “ton” as used in this MTO Schedule, has reference to a **short ton** of 2,000 lbs.)
- (c) Individual or tandem lifts with gantry crane for units 60 short tons or more are subject to the following additional charges **per short ton:**

Weight	Wilmington & Morehead City
60-70 Short Tons	\$6.75
71-100 Short Tons	\$7.95
101-125 Short Tons	\$11.35
126-150 Short Tons	\$19.00
151-175 Short Tons	\$25.00
176-200 Short Tons	\$30.00

- (d) 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.
- (e) During continuous operations, the initial minimum charge will apply 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. During the rental period, it is expressly understood that the crane will be operated under the direction and control of the renting party. The Renting Party shall be responsible for the operation thereof and assume all liability for injuries or damage during its use.
- (h) Crane rental charges include the use of 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 labor rate will be assessed. Such charges will be for the account of the party requesting the service.
- (i) Stand-by time applicable when starting times are delayed by late vessel arrival or weather conditions cause work stoppage 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 STS 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)**:

	Wilmington & Morehead City
0 – 14,999 lb. Lift Truck – Per Hour (With Operator)	\$148.00
15,000 to 29,999 lb. Lift Truck – Per Hour (With Operator)	\$177.00
30,000 lb. or greater Lift Truck – Per Hour (With Operator)	\$284.00
Automatic Container Spreader – Per Hour	\$77.00
Container Handling Vehicle w/Spreader – Per Hour (With Operator)	\$382.00
Yard Tractor, Backhoe, Skid Steer, Dump Truck – Per Hour (With Operator)	\$147.00
Sweepers (With Operator)	\$190.00
Portable Lights – Per 24-Hour Period	\$340.00
Man lift	\$170.00
Front End Loader (With Operator) – Per Hour	\$224.00
Front End Tele-Loader (With Operator) – Per Hour Straight Time	\$142.00
Front End Tele-Loader (With Operator) – Per Hour Overtime OT	\$170.00
Hopper – Per Hour	\$175.00
Railcar Unloader Conveyor w/Operator – Per Hour Straight Time	\$142.00
Railcar Unloader Conveyor w/Operator – Per Hour Over Time	\$170.00
Railcar Mover – Per Hour	\$224.00

- (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 the equipment is damaged, the 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 gross negligence of the Authority. For 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 the 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 in to work overtime, a minimum of eight (8) hours on weekends and holidays or four (4) hours on weekdays for each role will be assessed, depending on the guarantee.

	Wilmington & Morehead City
Supervisor or Port Police	
Straight Time	\$63.00
Overtime (Except on Holidays)	\$84.00
Holidays	\$137.00
Crane (Crane, Container Handler, Electrician, Mechanic, Heavy Equipment Operator)	
Straight Time	\$58.00
Overtime (Except on Holidays)	\$80.00
Holidays	\$134.00
Handling Labor (Skilled Labor, Clerks, Equipment Operators)	
Straight Time	\$57.00
Overtime (Except on Holidays)	\$71.00
Holidays	\$120.00

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

- (a) Trucks 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 2:00 pm.
- (b) Late truck charges will be assessed in addition to normal handling service rates and will be based on an hourly labor & equipment schedule.

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 non-vessel related cargo operations. Such personnel will be charged at labor furnished rates per MTO Schedule Item 145. The Authority reserves the right to assign as many workers as it deems necessary to protect its interests.
- (b) Such personnel will be charged to the Stevedore firm at labor furnished rates per MTO Schedule Item 145. When supervisors are assigned to vessel operations, the minimums in Item 145 will apply per continuous shift for each supervisory role.
- (c) 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 145.

Item 159 - MINIMUM CHARGES:

- (a) In assessing the 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:

	Wilmington & Morehead City
All Services	\$75.00
Storage	\$75.00
Handling	\$75.00

Item 160 - SPECIAL SERVICES:

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

	Wilmington & Morehead City
Furnishing Fresh Water - Per Short Ton	\$7.14
Minimum Charge for Water	\$430.00
<i>NOTE: When service is performed during overtime or holiday, labor furnished rate, Item 145, will apply for each person assigned to perform service. Furnishing fresh water is billable to the vessel agent and no cash payments will be accepted.</i>	
Unauthorized Penalty Charge- Water service request through agent must be received 48 hours in advance. Unauthorized connection of water without NCSPA meter or personnel involvement will be assessed this penalty charge and reported to NCSPA Police as theft.	\$2,000
Disposal of Trash (nonregulated) – per load – per Vessel	\$550.00
Reinvoicing	\$65.00
<i>NOTE: NCSPA will assess a re-invoicing fee when notified of change in bill to party after invoice has been generated</i>	
Preparing Transfer of Cargo Ownership, Administration fee	\$95.00
Weighing Trucks – Per Weighing	\$11.00
Mobilization & Usage of Camel Accessories – Per Vessel Call	\$1,650.00
Cargo Photograph Request (digital)	
per photo	\$10.00
Minimum Charge	\$85.00

(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 handled.

Item 170 – TERMINAL USAGE FEES:

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

	Wilmington & Morehead City
All General Cargo and Container Cargo Handled – Per ST	\$0.63
Bulk Commodities Discharged or Loaded – Per ST	\$0.63

- (a) Non-stevedoring companies operating at Authority facilities are subject to terminal usage charges as approved and quoted by the Authority.

Item 172 – TERMINAL USAGE & SPECIAL HANDLING FOR HAZARDOUS MATERIAL:

- (a) Class 1.1 & Class 1.2 materials are only accepted via containerized cargo in standard ocean shipping containers.
- (b) Hazardous Materials – Explosives 1.1, 1.2, Oxidizing Substances 5.1, and Infectious Substances 6.2, may not be stored on terminal for any length of time. Handling of these types of materials must be coordinated with the USCG, Authority and the Vessel Stevedore. Hazardous Materials (Explosives 1.3, 1.4 & Class 7 Radioactive) are to be discharged or loaded shipside. Storage of these types of materials may be allowed if coordinated and approved by NCSA management prior to the material arriving at the terminal.
- (c) Class 1.1 & 1.2: Import containers will be the first off the vessel with a Port Police escort, when necessary Customs RPM Booth & North Gate awaiting escort by authorities.
- (d) Class 1.1 & 1.2: Exports will be escorted, when necessary by Port Police directly from North Gate to the vessel and will be the last to load. These containers will be assessed as a premium charge per below.
- (e) Fees for 1.1 and 1.2 class cargo are in addition to all other applicable charges per this rate schedule. Terminal usage fees for 1.1 & 1.2 class cargo will be assessed as a minimum charge of \$1,000 per shipment.
- (f) Terminal usage fee for hazardous containers is billable to the vessel agent.
- (g) Oil and hazardous material spill containment trailer usage fee: Oil and hazardous material spill containment trailer shall only be used on the Authority’s property. User shall surrender the oil and hazardous material spill containment trailer to the Authority in the same or better condition as received, ordinary wear and tear excepted, with all damages repaired to the Authority’s satisfaction. User shall pay a usage fee of \$500 per day for every day the oil and hazardous material spill containment trailer is used. User shall pay the Authority a cleaning fee of actual cost plus 15% if the oil and hazardous material spill containment trailer is returned contaminated, as determined by the Authority in the Authority’s sole discretion.

Terminal Usage Fee for Containers: Class 1.1 & 1.2	Wilmington & Morehead City
Loaded Ocean Containers of DOT Hazardous Material Classification: 1.1 – 1.2 Cargo – Per Container	\$375.00

Special Handling for Hazardous Breakbulk Cargo	Wilmington & Morehead City
<p>DOT Hazardous Material Classification 1.3 – 1.4 moving via Breakbulk: - Per Short Ton</p> <p><i>For all other classifications of hazardous materials shipping via Breakbulk please contact NC Ports for prior arrangement, quotation, and scheduling. The Authority reserves the right to charge ad valorem based on the value of the cargo.</i></p>	<p>Contact NC Ports</p>

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, including domestic containers, vans and/or chassis which do not exceed 53 feet in length and are owned or leased by the container line and not loaded in excess of rated capacity.
- (b) Charges in this section will be assessed to the ocean container line, except service requested by account of cargo or their agent and provided for convenience of account and of account of cargo.
- (c) Charges in this section for domestic containers, vans and/or chassis will be assessed to account of the cargo or their agent.

Item 190 - CONTAINER CHARGES:

	Wilmington & Morehead City
Wharfage on Empty Containers	\$0.00
Wharfage on Loaded Containers – per short Ton	\$6.00
Stripping or Stuffing of Standard Containers	
Unitized Cargo – 20' Container or Equivalent	\$500.00
Unitized Cargo – 40' Container or Equivalent	\$550.00
<i>Stripping & Stuffing Rates Include Dray To/From Yard</i>	
Receiving Containers/Domestic Vans – Per Receipt	\$115.00
Delivering Containers/Domestic Vans – Per Delivery	\$115.00
Mounting Containers – Per Mounting	\$75.00
Grounding Containers – Per Grounding	\$75.00
Remove Container from Stack for Services – Per Container	\$75.00
Return Container to Stack Following Services – Per Container	\$75.00
Segregating Containers – Per Container Handling	\$75.00
Intra-Terminal Drayage of Chassis or Containers – Per Container	\$50.00
Receiving Chassis – Per Receipt	\$45.00
Delivering Chassis – Per Delivery	\$45.00
Lifting Container from Flatbed or Chassis to another Flatbed or chassis i.e. “Flip” – Per Container	\$85.00
Empty Storage – Per Container/Chassis – Per Day	\$7.50
Restowing Containers – Cell to Cell – Per Container	\$100.00
Restowing Containers – Cell/Dock/Cell – Per Container	\$110.00
Re-Weighing Containers – Per Container. <i>This charge does not include cost of unproductive moves in stack.</i>	\$66.00
Non-contract container unit fee – Per Container or Chassis Inclusive container crane rental & handling equipment during vessel operations, receive & deliver to / from container stacks. Minimum 150 containers or chassis	\$175.00
Electrical Service to Refrigerated Container - Per 24-Hour Period– Per Container	\$60.00

	Wilmington & Morehead City
Pre-trip Power Fee – Per Container	\$14.94
Pre-trip Staging of Reefer Containers– Per Container	\$105.00
Government Agency Facilitation Fee – Per Container	\$285.00
Refrigerated (Reefer) 2% Inspection Fee – Per Container At CBP direction, covers mounting of a reefer container in the Reefer Area, drayage to inspection site on terminal, 2% inspection and return drayage to the Reefer area.	\$368.00
Seal application– Per container	\$25.00
Out of Gauge (OOG) is cargo exceeding the standard dimensions of any container, flat-rack or platform by length, width or height and/or combination of those measures or requires special equipment to handle the container, flat-rack or platform. The OOG Surcharges will be addressed to the Ocean Carrier per container, flat-rack or platform	
Out of Gauge (OOG) Over-Height only	\$421.00
Out of Gauge (OOG) Over-Width only	\$162.00
Out of Gauge (OOG) Over-Height and Over-Width	\$583.00
Out of Gauge (OOG) Over-Length or Special Handling requires quote in advance.	Contact NC Ports
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	\$150.00
Two	\$200.00
Three	\$258.00
Four	\$342.00

	Wilmington & Morehead City
Overtime	
One	\$175.00
Two	\$217.00
Three	\$275.00
Four	\$356.00
Holidays	
One	\$205.00
Two	\$249.00
Three	\$309.00
Four	\$386.00
Steam Cleaning of Containers – per container, includes dray to cleaning station and return to container stack.	\$300.00
Administrative Fee for Damaged or P.O.S. Containers	\$35.00
Rolled Container Fee – When an export container already received on terminal has a booking change to another vessel or Port of Destination VA	\$115.00
Non-Vessel Container Move fee – covers arrival and exit of container thru terminal not associated with vessel move.	\$360.00

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 several 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 Government Agency Facilitation Fee is charged per container selected 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) The 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 (LOADED CONTAINER STORAGE):

NON-REFRIGERATED IMPORT 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 IMPORT CONTAINERS – Two (2) working days FREE TIME beginning with the first 8:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

NON-REFRIGERATED EXPORT CONTAINERS – Five (5) working days FREE TIME beginning with the first 7:00 A.M. after receipt.

REFRIGERATED EXPORT CONTAINERS – Five (5) working days FREE TIME beginning with the first 8:00 A.M. after receipt.

Free Time applies only to the steamship line. Demurrage charge will apply upon expiration of Free Time, excluding the days that the Port’s container gate is closed.

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

Days one (1) through three (3)	\$90.00 per container/day for the account of the steamship line
Days four (4) through seven (7)	\$180.00 per container/day for the account of the steamship line
Days eight (8) and greater	\$360.00 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)	\$180.00 per container/day for the account of the steamship line
Days three (3) and greater	\$360.00 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, Authority 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 the Authority. The Authority 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 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 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 Item 10 (Authority Held Harmless) and MTO Item 15 (Authority Liability), shall apply.

Item 197 – EMPTY CONTAINER STORAGE ALLOWANCE CHARGE:

An empty container allowance is allowed and determined by multiplying the carrier's previous month's throughput multiplied by 2.5% multiplied by the number of days in the month (Free days = throughput x 2.5% x days in the month).

\$7.50 per empty container per calendar day will be charged and invoiced monthly for excess containers over the allowed free days.

Item 198 – DAMAGED, FOR SALE & OFF HIRE CONTAINER HANDLING PROCEDURES:

Empty containers found in a damaged condition by Authority personnel during 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.

Containers designated as Total Loss: Ocean Carriers will have 14 calendar days to have the container repaired, positioned for vessel loading, or removed from the terminal. The dwell time clock for these containers will begin at midnight on the day the container is designated as a Total Loss container.

If a Total Loss container is not repaired, repositioned, or removed from the terminal within the allotted 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 \$15.75/container/calendar 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.

If the Carrier contends that any damage is resultant of, incidental to, or in any way in relation to or in connection with the operations of the Authority or its employees, then the procedures set forth in Item 90 above shall apply. Failure to follow those procedures shall bar any claim that Carrier may have against 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. 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 unless prior arrangements have been made with the Authority.

Item 203 – WHARFAGE RATES:

	Wilmington & Morehead City
Cargo Not Otherwise Shown – Per Short Ton	\$5.10
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	\$8.58
Dry Bulk Commodities – Per Short Ton	\$2.19
Flitches, Lumber or Timber, Strapped and Bundled – Per 1,000 Board Feet <i>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.</i>	\$6.00
Liquid Bulk – Per Short Ton	\$1.02
Liquid Bulk for Petroleum Based Products, excluding asphalt – Per Short Ton	\$2.60

Item 205 – CARGO TRANSIT CHARGE:

Non-waterborne 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 for the account of the party receiving/delivering the cargo. Cargoes which have already been assessed wharfage will not be charged this fee.

Item 207 - CARGO TRANSIT RATES:

	Wilmington & Morehead City
Cargo Not Otherwise Shown – Per Short Ton	\$5.10
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	\$8.58
Dry Bulk Commodities – Per Short Ton	\$2.19
Flitches, Lumber or Timber, Strapped and Bundled – Per 1,000 Board Feet <i>NOTE: When measurement of board feet is applicable and not furnished to the Authority, billing will be based on short tons (1,650 pounds per thousand board feet). All measurements will be nominal or gross, not actual.</i>	\$6.00
Liquid Bulk – Per Short Ton	\$1.02
Liquid Bulk for Petroleum Based Products, excluding asphalt – Per Short Ton	\$2.60

Item 208 – PASSENGER CHARGES FOR CRUISE ACTIVITY:

When Cruise vessels call the Authority Terminals, a one-time charge of \$65.00 per passenger, as listed upon the vessel manifest, or per visitor to vessel, will be assessed to the vessel and or its local agent, subject to a minimum charge of \$10,000.00.

The Authority reserves the right to collect a deposit amount from the cruise line and requires pre-payment for berthing guarantee.

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

6. The Authority facilities shall not be used for long term storage, which is defined as cargo stored greater than 180 calendar days. When any cargo is in storage greater than 180 days, the Authority reserves the right, at its sole discretion, and after giving notice to (1) require the cargo be removed from the Authority's facilities at the expense and risk of the cargo owner, or: (2) assess a substantially higher storage rate than those provided herein.

Item 216 – BONDED STORAGE:**(a) RULES**

1. Any party requesting bonded storage must provide a written request to North Carolina State Ports Authority at least twenty-one (21) days prior to cargo arrival.
2. Approval is subject to the discretion of the Authority and, if approved, must meet all requirements imposed by the Authority, the U.S. Customs and Border Protection, and any other applicable governing body, prior to activation of such storage.

(b) FEES

1. \$5.00 activation fee (per short ton)
2. Storage rate = Current tariff rate + twenty percent (20%)
3. No free time

Item 220 – LEASE:**(a) DEFINITION:**

Lease is the service of providing warehouses, 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.

(b) RULES

1. Lease terms will be provided only under contracts established through advance arrangements with the management of Authority facilities.
2. Leaseholders are to keep leased areas clean; if not, after notice given, the cost to clean will be charged.

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
225	ARTICLES, NOT OTHERWISE SHOWN	\$48.00	\$0.57
	Palletized for Machine Handling	\$15.60	\$0.57
250	BOATS OR YACHTS		
	All must be on trailer or cradle. Length calculated on longest measure. Including trailer, cradle, or accessories.		
	1. Receiving or Delivering boat, yacht or hulls with NO physical handling performed by NCSPA personnel.		
	Less than 40ft per boat	\$156.00	\$36.40
	>40ft per boat	\$312.00	\$52.00
	2. To / From open truck with physical handling by NCSPA personnel		
	Less than 25ft per boat	\$416.00	\$36.40
>25ft to 45ft per boat	\$728.00	\$52.00	
>45ft (per foot)	\$36.40	\$78.00	
3. Arches, masts, keels, fly bridges or other components handled separately. Minimum charge.	\$364.00	\$26.00	
<i>Special accommodations may be subject to additional charges. Storage is per Day/boat in Open area. Above rates are subject to Terminal Operators' Liability up to \$5 million with \$150,000 deductible.</i>		Call for Rate	

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
260	ORES, MINERALS, RELATED MIXTURES OR COMPOUNDS:		
	In Bags, Loose	\$13.88	\$0.22
	<i>In Super bags (Holding Greater than 1,000 lbs.)</i>	\$11.44	\$0.22
	<i>Palletized for Machine Handling</i>	\$9.52	\$0.22
280	FERTILIZER, FERTILIZER MATERIALS		
	<i>Palletized for Machine Handling</i>	\$9.05	\$0.34
	<i>In Bulk</i>	\$5.30	\$0.27
283	DRY, NON-HAZARDOUS MATERIAL		
	In Bag, Loose	\$15.29	\$0.40
	In Super bags (Holding Greater than 1,000 lbs.) – Suitable for Machine Handling	\$11.44	\$0.34
	Palletized for Machine Handling	\$9.26	\$0.34
	In Bulk	\$7.75	\$0.27
295	GRAINS, GRAIN PRODUCTS, DDGS AND LEGUMES		
	In Bags, Loose	\$14.50	\$0.37
	In Super bags (Holding Greater than 1,000 lbs.) – Suitable for Machine Handling	\$10.76	\$0.32
	In Bags, Palletized for Machine Handling	\$8.74	\$0.32
	In Bulk	\$7.33	\$0.25
300	METALS (FERROUS & NON- FERROUS), LOOSE, IN BUNDLES OR PACKAGES: STRUCTURAL BEAMS, BAR, PIPE OR TUBING		
	Cargo requiring Covered Storage	\$13.10	
	Cargo for Open Storage	\$10.71	
	Storage <u>Open</u> First 60 Days		\$0.22
	Storage <u>Open</u> After 60 Days		\$0.27
	Storage <u>Covered</u> First 60 Days		\$0.27
	Storage <u>Covered</u> After 60 Days		\$0.42

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
301	METALS NOS (FERROUS & NON- FERROUS), LOOSE, IN BUNDLES OR PACKAGES:		
	Cargo requiring Covered Storage	\$9.46	
	Cargo for Open Storage	\$7.54	
	Additional Surcharges		
	a. Wire Rod	\$1.35	
	b. Railcar Loading – Per Car	\$114.40	
	c. Rail Blocking and Bracing	Labor Furnished Rates	
	d. Steel Rail	\$5.20	
	e. Breaking & Disposal of Bands	\$2.60	
	Storage <u>Open</u> First 60 Days		\$0.22
Storage <u>Open</u> After 60 Days		\$0.27	
Storage <u>Covered</u> First 60 Days		\$0.27	
Storage <u>Covered</u> After 60 Days		\$0.42	
303	Shipper Owned Containers:		
	Containers handled thru the general cargo terminals via breakbulk vessels. See Item #195 and #197 for demurrage and storage rates.	\$200.00	

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
310	LUMBER AND RELATED ARTICLES		
	Core stock, Door sides, Drawer sides, Hardboard, Wallboard	\$13.10	
	Plywood, OSB or Veneer	\$6.81	
	Logs, Poles, or Piling, Wooden, Loose	\$14.46	
	Logs, Poles, or Piling, In Steel-Strapped Bundles	\$12.27	
	a. Open Storage – Per Day		\$0.27
	b. Covered Storage – Per Day		\$0.36
312	FLITCHES, LUMBER OR TIMBER, IN STEEL- STRAPPED BUNDLES – PER 1,000 BOARD FEET		
	<i>All measurements will be nominal or gross not actual.</i>		
	Handling To/From Flatbed Truck (Uniform Size Bundles)	\$9.00	
	Handling to Center-Beam Railcars (Uniform Size Bundles)	\$10.35	
	Open Storage – Per Day		\$0.27
	Covered Storage – Per Day		\$0.36
	<i>(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.</i>		
	<u>Note:</u> When the measurement of board feet is applicable and not furnished to the Authority, billing will be based on weight of 1,650 lbs. per thousand board feet.		

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
315	<p>PROJECT CARGO: <i>(Based on metric tons or cubic meters)</i></p> <p>a. Lift On / Lift Off Cargo (Non- Self - Propelled) Requiring Lift / Tow Machines or Crane – To / From Rail or Truck</p> <p>Equipment Mobilization (Applied Daily):</p> <p style="padding-left: 40px;">Top Lift \$549.00</p> <p style="padding-left: 40px;">Crane \$899.00</p> <p style="padding-left: 40px;">Multiple Cranes \$1,999.00</p> <p>Tonnage:</p> <p style="padding-left: 40px;">0 – 35 Metric Tons \$15.81</p> <p style="padding-left: 40px;">36 – 100 Metric Tons \$24.41</p> <p style="padding-left: 40px;">100+ Metric Tons \$38.57</p> <p style="padding-left: 40px;">Greater than 150 Metric Tons Contact our office</p> <p>Direct Shipline Loading/Discharge \$6.00</p> <p>Open Storage (All Units) – Per Day \$0.33</p> <p>Covered Storage (All Units) – Per Day \$0.49</p> <p>Open Storage on Berth \$350.00 minimum, no free time, pre-approval required Quote Only</p> <p><u>Notes:</u></p> <p>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 Authority. Lifts over 150 short tons require a tandem lift.</p> <p>2) For cargo that is determined to be voluminous, the Authority reserves the right to charge based on weight or measure basis cubic meters or metric tons, the greater there of.</p> <p>3) For cargo that is determined to be of exceptional value, the Authority reserves the right to quote separate rates basis ad valorem.</p> <p>4) Minimum Handling Fee \$150.00</p>		

Item No.	Commodities	Wilmington & Morehead City	
		Handling	Storage
316	VEHICLES, RO-RO MACHINERY		
	Non-Commercial Vehicles: Autos, SUVs, and Pickup Trucks – Per Unit	\$53.00	
	High and Heavy: Trucks, Buses, Campers, Trailers, Machinery – Per Unit	\$107.12	
	Cargo NOS (Tanks)	\$203.00	
	Storage for Non-Commercial – Per Day/Unit		\$15.60
	Storage for High and Heavy – Per Day/Unit		\$31.20
	Storage for Cargo NOS – Per Day/Unit		\$36.40
318	U.S. or Foreign MILITARY DEPLOYMENTS OR EXERCISES		
	The following rates will be assessed, as applicable, whenever the Military conducts deployments and/or exercises at Authority facilities. These rates cover wharfage and cargo assembly areas. Rates will be assessed per measurement ton (40 cubic feet). Tracked or Wheeled Vehicles/Equipment, Helicopters, Containers, NOS		
	Cargo Throughput	\$5.78	
	Passengers Embarking or Disembarking, Each Way – Per Passenger	\$16.38	
	Storage – per vessel		\$7,223.00
	Dedicated 2.5 open acres for 15 calendar days		\$722.35
	After 15 days, per calendar day		
	Personnel Gate Security Charge - \$84.00 per hour billed to Contracted Military Vessel’s Agent		
	Note: A container is considered 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 to be mounted on a chassis or railcar for further transport.		
325	PAPER, PAPER PRODUCTS & WOODPULP		
	Bales – unitized	\$6.76	
	Bales – not unitized	\$12.48	\$0.27
	Rolls	\$8.32	
328	RUBBER		
	Palletized or in Bins Designed for Machine Handling	\$10.09	\$0.22
	Loose	\$15.60	