



2202 BURNETT BOULEVARD
PO BOX 9002
WILMINGTON, NC 28402

Marine Terminal Operator Schedule #1 (Terminal Tariff)

CHARGES, RATES, RULES AND REGULATIONS,

GOVERNING

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

APPLICABLE AT

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

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

ISSUED BY:
BUSINESS DEVELOPMENT DEPARTMENT
P. O. BOX 9002
WILMINGTON, NC 28402
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SECTION I

GENERAL RULES - REGULATIONS – DEFINITIONS

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

- (a) Rates, charges, rules and regulations published or referred to in this MTO schedule shall apply on all vessels at, or cargo moving over or through, the general cargo and container facilities of the North Carolina State Ports Authority, hereinafter referred to as “Authority,” as of the effective date shown on this MTO Schedule or amendments thereto, and shall apply equally to all users of the facilities.
- (b) All cargo will be received from and delivered to a “point of rest” in space assigned in transit shed, in warehouse, on apron, or ramp adjacent to berth assigned to vessel, or in special cases as determined by the management of Authority facilities. No cargo will be accepted for handling by the Authority to or from end of ship's tackle.
- (c) The use of Authority facilities constitutes consent to the terms and conditions of this MTO schedule by the user, as well as an agreement on the part of the user to pay all charges and be governed by all rules and regulations published in this MTO schedule, to abide by local rules and regulations as set forth by the management of Authority facilities and to be responsible for the disciplining of any infractions thereof by such persons or firms and their employees.
- (d) The Authority does not obligate itself to provide any services beyond the reasonable and available capacity of its property, facilities and personnel and where, under provisions published in this MTO schedule, or in any terminal agreements providing terms and conditions in lieu of those published in this MTO schedule, the Authority holds itself out to perform special and accessorial services including, but not limited to, services as of fumigation, recouping, stenciling, tagging, weighing, bar code scanning, changing marks and numbers and rental of equipment, the performance of such services will be subject to prior arrangements with the management of Authority facilities.
- (e) Parties using the terminal are required to conform to any and all municipal, state and federal regulations, including but not limited to OSHA, USCG, EPA, and DOT and will be held responsible for any violation of same.
- (f) Articles of a highly flammable, explosive, or otherwise hazardous nature or articles of an uncertain or extraordinary value will not come under this MTO schedule or be provided with wharfage, handling or storage services, except under advance arrangements with the management of Authority facilities.
- (g) Cargoes of an objectionable nature or those liable to contaminate other cargoes will be accepted only for dock movement between ships' side and cars or trucks without being floored in transit sheds or warehouses subject to prior arrangements with Authority management.

Item 10 - AUTHORITY HELD HARMLESS:

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

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

Item 15 - AUTHORITY LIABILITY:

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

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

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

Item 20 - AUTHORITY RIGHTS:

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

Item 25 - DELAYS AND DETENTIONS:

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

Item 30 - HOLIDAYS:

The following holidays are recognized by the Authority:

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

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

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

Item 35 - INSURANCE:

- (a) Charges published in or referred to by this MTO schedule or other terminal agreements entered into by the Authority as provided in Item 45, herein, do not include any expense of fire, storm, or other insurance covering owner's interest in property. All such insurance desired by the owner of the cargo must be provided by the owner.
- (b) All stevedoring firms shall provide evidence that the following insurance coverages are in force covering their operations on the North Carolina State Ports Authority facilities.
 - (1) Workers Compensation Insurance.
 - (2) CERTIFICATE OF INSURANCE OR AUTHORIZATION FOR SELF INSURANCE ISSUED BY THE U.S. DEPARTMENT OF LABOR FOR THE SECURING OF WORKERS COMPENSATION BENEFITS UNDER THE LONGSHORE AND HARBOR WORKERS COMPENSATION ACT.
 - (4) COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY
 - Bodily injury or death - \$500,000 for each person and \$1,000,000 for each occurrence
 - Property damage - \$500,000 each accident and \$1,000,000 aggregate.
 - (5) STEVEDORES' LEGAL LIABILITY INSURANCE
 - Protecting the stevedoring firms against damage resulting from loading and unloading vessels.
 - This insurance shall afford at least \$1,000,000 protection for each occurrence.
- (c) All stevedores are required to furnish to the Authority certificates of insurance by companies approved by the Authority. The Authority reserves the right to deny use of its facilities to any firm that supplies false, misleading information or insurance which is not satisfactory to the Authority. Firms presently conducting business on Authority premises have thirty (30) days from the effective date of this regulation in which to furnish certificates of insurance. All new firms must certify insurance prior to conducting any business with the Authority. Certificates of insurance must be renewed as often as necessary and no firms using the facilities of the Authority shall allow any of the required insurance to terminate without 10 days prior written notice to the Authority, P. O. Box 9002, Wilmington, NC 28402.

Item 37 – FORCE MAJEURE:

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

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

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

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

Item 40 – PAYMENT OF CHARGES AND INVOICES:

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

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

In order for cargo to be released/delivered from/to Authority premises, truck release forms must be submitted to the Cargo Control Center by the current cargo owner.

For questions concerning this process please contact:

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

- (b) The responsibility for terminal charges assessed against a vessel including, but not limited to, dockage and wharfage, shall rest with the agent of such vessel.
- (c) The responsibility for crane rental, equipment rental, dock cleanup, hazmat spills and stevedore use fees will rest with the stevedore working the vessel.
- (d) All vessels, their owners and agents, and all other users of Authority facilities shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.
- (e) All invoices are rendered in strict accordance with this MTO schedule and are due on presentation. Failure to pay promptly will cause the name of the shipper, consignee, or steamship line for whom the services were rendered to be placed on a delinquent list and such party will be denied further use of the facilities until all outstanding charges have been paid. The Authority reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels if credit has not been established through the office of the Chief Financial and Information Officer of the Authority or

if the parties involved have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid.

- (f) If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection, the responsible party shall also be liable for interest on past due account at the rate of 1% per month in addition to reasonable attorney's fees in such amount as may be established by the appropriate court. If no such fees are otherwise established, "reasonable attorney's fees" shall be deemed to mean 15% of the amount of the delinquent account.
- (g) Should there be any questions with regard to validity of any invoice from the Authority, the matter must be reduced to writing and forwarded to the North Carolina State Ports Authority, Office of Administration and Finance, P. O. Box 9002, Wilmington, North Carolina, 28402, within thirty (30) days after the presentation of the invoice in question. Any invoice not questioned within this thirty (30) day period will be considered valid and final.
- (h) NCSPA reserves the right to correct any contract billing errors discovered through normal 12-month audit process.

Item 41 – NET PAYMENT TERMS:

Unless otherwise agreed in writing by the Authority, all invoices are due and payable within thirty (30) days of invoice date. All payments after the invoice payment due date will be considered delinquent and may result in credit restrictions and interest charges at the rate of 1% per month on the past due balance.

Item 42 - REGISTRATION REQUIRED:

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

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

The Authority may negotiate special rates, rules, payment terms and conditions with unique applicable parties.

Item 47 – STORAGE OF DANGEROUS GOODS:

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

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

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

Item 48 – OBSTRUCTIONS AND CARGO LEFT ON WHARF:

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

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

- (a) Cargo or merchandise refused by consignee or carrier, and for which no instructions for disposition have been received, will be deemed to be unclaimed after thirty (30) days from time of refusal.
- (b) Overlanded cargo for which no instructions for disposition have been received will be deemed to be unclaimed after thirty (30) days from time of discharge of cargo from vessel.
- (c) Undelivered slack, torn and damaged cargo or merchandise for which no instructions for disposition have been received will be deemed to be unclaimed after thirty (30) days from receipt of the cargo at Authority facilities.
- (d) The Authority reserves the right to order removal of remnants and undesirable cargo by means of thirty (30) days written notice to owner or agent after which, if the order is ignored, the cargo is deemed to be unclaimed.
- (e) The Authority reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused as defined in this item. The thirty (30) day periods as specified in this item constitute due notice to owners or responsible agents of unclaimed and undelivered cargo.

Item 52 - VESSELS TO VACATE BERTHS:

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

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

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

the vessel of \$1,000.00 per hour for each hour of non-compliance. Refusal may result in denial of future berthing privileges.

Item 55 - REGULAR WORKING HOURS:

- a. The regular working hours of Authority Container facilities are 7:00 A.M. until 6:00 P.M. Monday through Friday including the meal hour, holidays excepted. Services performed during regular working hours will be charged for on a straight time basis.
- b. The regular working hours of Authority General Cargo facilities are 8:00 A.M. until 5:00 P.M. Monday, with holiday exception. Services performed during regular working hours will be charged for on a straight time basis.
- c. When NCSPA personnel are utilized in connection with bulk and break bulk vessels during the hours of 7:00 a.m. to 8:00 a.m. (0700-0800), and 5:00 p.m. to 6:00 p.m. (1700-1800), labor furnished straight time rates will apply.

Item 60 - REQUIREMENT OF PRIOR INSTRUCTIONS:

Forwarders, 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 prior to or upon delivery of cargo with 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 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 – EXPORT CONTAINERS REQUIRING FUMIGATION:

All export containers requiring fumigation must be delivered to the defined terminal receiving fumigation area. Upon completion of fumigation services, containers will be drayed to an Authority Container facilities and appropriate charges will apply. The ocean carrier will be assessed charges for all unproductive moves in the stack should a container be received and subsequently need to be fumigated.

Item 65 - RESPONSIBILITY FOR CLEANING FACILITIES:

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

Item 70 - RESPONSIBILITY FOR DAMAGE TO FACILITIES:

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

Users damaging the Authority facilities or equipment will be liable for the cost to repair or replace the damaged facilities or equipment plus 15% of such costs for the Authority's administration and supervision.

Item 75 - SEGREGATION OF CARGOES:

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

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

Item 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 of 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 escort service with prior approval and availability.
Escort Fee \$75.00 per hour per person (1-hour minimum)
 - c. Individuals without a TWIC must apply for their TWIC card before the expiration of their thirtieth (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 individuals TWIC card is delayed beyond thirty (30) days, the individual can present a letter from TSA explaining why their card has been delayed to receive 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 - SHIPPERS REQUESTS AND COMPLAINTS:

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

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

Item 82 - FORUM FOR RESOLUTION OF DISPUTES:

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

Item 85 - STORAGE OF CRUISE PASSENGERS' PRIVATE VEHICLES:

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

Item 87 – APPOINTMENT SCHEDULE:

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

Item 90 - TIMELY RECOVERY OF CLAIMS:

- (a) As a condition precedent to recovery, cargo loss, damage, and misdelivery claims must be filed in writing with the Authority. For import cargo, such claims must be filed within ninety days after removal or delivery from port. In the case of cargo damage or loss, which could not reasonably have been discovered within such ninety-day period, claims must be submitted within six months of removal or delivery from port. For export cargo, such claims must be filed within six months after the cargo is delivered or should have been delivered to vessel, or in the case of damage which could not reasonably have been discovered within such ninety-day period, within six months of delivery to vessel.
- (b) Such claims shall include the following information:
 - (1) Description of claim
 - (2) Vessel name and date
 - (3) Supporting documents, to the extent available:
 - i. Billing documents
 - ii. Photographs
 - iii. All other documents relevant to the issue.
- (c) All claims filed against the Authority for damages to carrier equipment while in the custody of NCSPA must be accompanied by an official NCSPA police report.
- (d) Suits shall be instituted only within one year from the day when notice in writing is given by the Authority to claimant that the Authority has disallowed claim or any part or parts thereof, or within

one year and ninety days from the date the claim was filed in writing with the Authority, whichever is sooner. Where claims are not filed or suits not instituted in accordance with the foregoing provisions, the Authority shall not be liable, and such claims will not be paid.

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

Business Development Department
P.O. Box 9002
Wilmington, NC 28402
Phone: (910) 343-6227
Fax: (910) 763-6440
Email: CustomerService@ncports.com

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

Item 92 – PERSONNEL ACCESS TO FACILITIES:

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

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

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

Item 95 - “TON” DEFINITION:

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

Item 96 - PROVIDING BILLING INFORMATION:

All vessels, their owners, agents and stevedoring companies shall permit the Authority access to manifests, loading or discharge lists, or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges. All documents must be furnished within five (5) regular working days after vessel sails 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 Authority’s berths and facilities until user is in compliance.

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.

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

Item No.	Commodities	Morehead City	Wilmington
98 (a)	Fully Cellular Container Vessels: (excluding containers being restowed)	\$6.80 per container, laden or empty, to or from the vessel.	\$6.80 per container, laden or empty, to or from the vessel.
98 (b)	Other than Fully Cellular Container Vessels:	\$3.65 per linear foot, based upon registered LOA	\$3.65 per linear foot, based upon registered LOA

Vessels and agents agree to accept all responsibility for its sponsored employees, including but not limited to, any fine or liability imposed on North Carolina Ports 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 North Carolina Ports 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 North Carolina Ports with contractual obligations associated with vessels docked at North Carolina Ports 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

SECTION III

FREE TIME

Item 100 - DEFINITION:

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

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

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

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

Item 105 - FREE TIME ALLOWED:

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

	Morehead City	Wilmington
In Covered Areas	15 Days	15 Days
In Open Areas	20 Days	20 Days
Exceptions:		
Project Cargo	15 Days	15 Days
Project Cargo – stored on berth	0 Days	0 Day
Lumber – Open Areas	30 Days	20 Days
Rubber	45 Days	30 Days
Metals (Ferrous & Non-Ferrous)	30 Days	30 Days
Boats & Yachts	10 Days	10 Days
Ro-Ro	15 Days	15 Days
Hazardous Cargo	0 Days	0 Days

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

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

SECTION IV DOCKAGE

Item 120 – DEFINITION:

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

Item 125 - APPLICATION:

- (a) Dockage will be computed on LOA (Length Overall) as published in Lloyd’s Register of Shipping.
Exceptions: Liquid tankers. (See applicable charges in Section 125(e) below.)
- (b) For Bulk and Breakbulk vessels: 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 bulk or breakbulk vessel or barge moors and ends when the bulk or breakbulk vessel or barge unmoors.
- (c) After the first 24-hour period of dockage assessment, dockage will be assessed on an hourly basis; i.e., 1/24 of daily dockage charges for each hour over the initial 24-hour period.
- (d) Billable party responsible for dockage charges for bulk or breakbulk vessels will be identified to the NC Ports prior to vessels arrival.

(e) 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.

(f) **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. Examples of when lay berth will be granted are vessel repair and governmental seizure. The inability to commence cargo operations due to vessel or labor related issues will not be reason for Authority to grant lay berth rates.

(g) **RATES:**

(1) VESSELS, not otherwise shown	Morehead City	Wilmington
0 Feet to 599 Feet	\$11.00	\$11.00
600 Feet to 699 Feet	\$12.00	\$12.00
700 Feet and Over	\$13.00	\$13.00

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

Note: Liquid tankers/Liquid Barges Item as published in Lloyd's Register as measured under the 1969 convention; charges will be computed on the highest gross registered tonnage figure.

(2) LIQUID TANKERS / LIQUID BARGES	Morehead City	Wilmington
Per gross registered ton, 24-hour minimum applies	\$0.47	\$0.47

(3) BARGES AND TUGS	Morehead City	Wilmington
Per Linear Foot	\$5.00	\$5.00

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

SECTION V

MISCELLANEOUS CHARGES

Item 130 - CLEANING DOCKS AND REMOVING TRASH:

(a) Charges for Breakbulk Vessels

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

	Morehead City	Wilmington
Disposal of Trash – Per load – Per Vessel	\$490.00	\$490.00

NOTE: Excludes regulated trash. Regulated trash disposal service is provided by third parties.

(b) Charges for Dry Bulk Vessels

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

(c) Exceptions:

- These charges will not apply in connection with vessels loading or discharging bulk liquid commodities
- 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 135 - CRANE RENTAL:

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

Container Cranes	Morehead City	Wilmington
<i>Actual Operating Time – Per Hour</i>		
Straight Time	\$1034.25	\$1034.25
Overtime (Except on Holidays)	\$1,134.00	\$1,134.00
Holidays	\$1,201.20	\$1,201.20
<i>Standby Time – Per Hour</i>		
Straight Time	\$178.50	\$178.50
Overtime (Except on Holidays)	\$308.70	\$308.70
Holidays	\$324.45	\$324.45
Gantry Cranes (Including Bulk Hopper Rental)		
<i>Actual Operating Time – Per Hour</i>		
Straight Time	\$360.00	\$360.00
Overtime (Except on Holidays)	\$455.00	\$455.00
Holidays	\$519.00	\$519.00
<i>Standby Time – Per Hour</i>		
Straight Time	\$120.00	\$120.00
Overtime (Except on Holidays)	\$170.00	\$170.00
Holidays	\$235.00	\$235.00
Barge Operation		
<i>Actual Operating Time – Per our</i>		
Straight Time	\$204.00	\$204.00
Overtime (Except on Holidays)	\$355.00	\$355.00
Holidays	\$470.00	\$470.00
<i>Standby Time – Per Hour</i>		
Straight Time	\$120.00	\$120.00
Overtime (Except on Holidays)	\$170.00	\$170.00
Holidays	\$235.00	\$235.00

- (b) Individual or tandem lifts with gantry crane for units in excess of 35 short tons are subject to the following additional charges **per short ton**:

Weight	Morehead City	Wilmington
36-50 Short Tons	\$4.70	\$4.70
51-60 Short Tons	\$5.50	\$5.50
61-70 Short Tons	\$6.30	\$6.30
71-100 Short Tons	\$7.45	\$7.45
101-125 Short Tons	\$10.75	\$10.75
126-150 Short Tons	\$17.85	\$17.85
151-175 Short Tons	\$23.00	\$23.00
176-200 Short Tons	\$28.00	\$28.00

- (c) When cranes are utilized in connection with bulk and breakbulk vessels during the hours of 7:00 a.m. to 8:00 a.m. (0700-0800), and 5:00 p.m. to 6:00 p.m. (1700-1800), Monday through Friday, straight time rates will apply.
- (d) During continuous operations, the initial minimum charge will apply.
- (e) When cranes are ordered MTO schedule charges will apply until work is completed and the stevedore releases the crane.
- (f) The Authority reserves the right to assign multiple cranes for heavy or oversized lifts.
- (g) The Authority assumes no liability for, and the renter or lessee shall indemnify and hold the Authority harmless against liability for damages to persons or property, including consequential damages, suffered by crane renters, stevedores, vessels, their agents or employees, or other provision. Crane operators and oilers shall be considered the employees of the Authority at all times while acting in the course and scope of their employment.
- (h) Crane rental charges include the use of buckets; to the extent such equipment is available. Stevedore or shipper is responsible for providing tackle from the hook down. If the Authority is required to rig or re-rig a crane or cranes at lessee's request, the applicable straight time, overtime or holiday rate will be assessed. Such charges will be for the account of the party requesting the service.
- (i) Stand-by time applicable 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 container crane(s) for purposes other than container handling is subject to negotiation with Terminal Management.

Item 140 - EQUIPMENT RENTAL:

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

	Morehead City	Wilmington
0 – 14,999 lb. Lift Truck – Per Hour (With Operator)	\$125.00	\$125.00
15,000 to 29,999 lb. Lift Truck – Per Hour (With Operator)	\$150.00	\$150.00
30,000 lb. or greater Lift Truck – Per Hour (With Operator)	\$240.00	\$240.00
Automatic Container Spreader – Per Hour	\$68.00	\$68.00
Container Handling Vehicle w/Spreader – Per Hour (With Operator)	\$336.00	\$336.00
Yard Tractor, Backhoe, Dump Truck – Per Hour (With Operator)	\$125.00	\$125.00
Sweepers (With Operator)	\$160.00	\$160.00
Portable Lights – Per 24-Hour Period	\$300.00	\$300.00
Man lift	\$144.00	\$144.00
Front End Loader (With Operator) – Per Hour	\$198.00	\$198.00
Front End Tele-Loader (With Operator) – Per Hour Straight Time	\$75.00	N/A
Front End Tele-Loader (With Operator) – Per Hour Overtime OT	\$88.00	N/A
Hopper – Per Hour	\$115.00	\$115.00

- (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 equipment is damaged, renter will be responsible for repairs.
- (d) The Authority assumes no liability for, and the renter or lessee shall indemnify and hold the Authority harmless against liability for damages to persons or property, including consequential damages, suffered by equipment renters, stevedores, vessels, their agents or employees, or other interested parties, except as such damages may be caused by the negligence of the Authority. For the purpose of this provision, equipment operators shall be considered the employees of the Authority at all times while acting in the course and scope of their employment
- (e) No mechanical equipment may be brought to or used on Authority property without prior permission of the management of Authority facilities. In event permission is granted equipment will be subject to inspection as to operating condition and a valid certificate of unit test will be required.
- (f) When mobilization of a truck-loading hopper is required for the direct transfer of a bulk commodity (other than liquid) at Morehead City or Wilmington that will not be stored on the port, and the aggregate charges are less than \$3,000.00 (exclusive of dockage and security surcharge) there will be a minimum charge of \$3,000.00.

Item 145 - LABOR FURNISHED RATES:

- (a) When cargo handling services are performed by the Authority for which no specific charges are provided in this MTO schedule or services requested during non-Straight Time hours, the hourly rates for labor and equipment shown below will be charged for the personnel and equipment used to perform the services.
- (b) When workers are called out in overtime, a minimum of eight (8) hours on weekends and holidays or four (4) hours on weekdays for each role will be assessed, depending on the guarantee.

	Morehead City	Wilmington
Supervisor		
Straight Time	\$45.00	\$45.00
Overtime (Except on Holidays)	\$68.00	\$68.00
Holidays	\$113.00	\$113.00
Crane Operator		
Straight Time	\$40.50	\$40.50
Overtime (Except on Holidays)	\$60.00	\$60.00
Holidays	\$101.00	\$101.00
Container Handler Operator		
Straight Time	\$35.00	\$35.00
Overtime (Except on Holidays)	\$52.50	\$52.50
Holidays	\$88.00	\$88.00
Crane or General Electrician		
Straight Time	\$45.00	\$45.00
Overtime (Except on Holidays)	\$68.25	\$68.25
Holidays	\$113.00	\$113.00
Skilled Laborers		
Straight Time	\$40.00	\$40.00
Overtime (Except on Holidays)	\$60.00	\$60.00
Holidays	\$101.00	\$101.00
Equipment Operators		
Straight Time	\$31.50	\$31.50
Overtime (Except on Holidays)	\$47.00	\$47.00
Holidays	\$78.75	\$78.75
Heavy Equipment Operator – Bulk Handling		
Straight Time	\$40.00	N/A
Overtime (Except on Holidays)	\$60.00	N/A
Holidays	\$101.00	N/A
Police/Security Officers		
Straight Time	\$35.00	\$35.00
Overtime (Except on Holidays)	\$52.50	\$52.50
Holidays	\$88.00	\$88.00
Safety Supervisor	\$73.50	\$73.50
Clerks		
Straight Time	\$35.50	\$35.50
Overtime (Except on Holidays)	\$52.50	\$52.50
Holidays	\$88.00	\$88.00

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

- (a) Late truck charges will be assessed in addition to normal handling service rates and will be based on an hourly schedule.
- (b) NCSPA General Terminal cutoff for truck driver check-in is 3:30 PM, Monday – Friday. Any truck arriving for check-in prior to cutoff time will not be charged late fees. Late gate and overtime requests must be made and approved by NCSPA prior to 4:30 pm. Trucks arriving after the cutoff time will be assessed the below hourly rates in full hour increments for each hour after 5:00 pm that the truck is on the terminal.
- (c) Each additional employee required, over the standard of three, will receive the Additional Labor Requirement Fee assessed hourly per person.

	Morehead City	Wilmington
Late Truck Delivery/Pick-Up	\$168.00	\$168.00
Additional Labor Requirement per person– Over 3 People	\$60.50	\$60.50

Item 157 - SUPERVISORY PERSONNEL:

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

Item 159 - MINIMUM CHARGES:

- (a) In assessing minimum charges shown below, each dock receipt or shipping order-tally will be considered as constituting a single shipment. When cargo from two or more vessels is delivered to a single carrier, a separate shipping order covering each vessel will be required
- (b) Unless otherwise specified in individual items, the minimum charge on single shipments handled over Authority facilities and all services provided by the Authority shall be as follows:

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

Item 160 - SPECIAL SERVICES:

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

	Morehead City	Wilmington
Furnishing Fresh Water - Per Short Ton	\$6.15	\$6.15
Minimum Charge for Water	\$150.00	\$150.00
NOTE: When service is performed during overtime, overtime 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.		
Reinvoicing	\$65.00	\$65.00
NOTE: NCSPA will assess a reinvoicing fee when notified of change in bill to party after invoice has been generated		
Preparing Transfer of Cargo Ownership, Administration fee	\$75.00	\$75.00
Unitizing Wood pulp into Bale Units (Up to 8) – Per Net Ton	\$21.00	\$21.00
Handling Wood pulp for the Purpose of Placing Core sling in Rolls of Wood pulp – Per Short Ton	\$6.65	\$6.65
Additional Fee for Knocking Out or Installing Plugs Will be Assessed - Per Unit	\$5.75	\$5.75
Segregation of Cargo. See Item 75.	85% Applicable Handling Rates	85% Applicable Handling Rates
Weighing Trucks (Without Coupon) – Per Weighing	\$10.50	\$10.50
Weighing Trucks (With Coupon) – Per Weighing	N/A	\$7.25
NOTE: Books of 12 coupons each are available at Wilmington Port Police Department		
Steam Cleaning Passenger Vehicles – Per Vehicle	N/A	\$285.00
Note: Service includes container dray and stripping, steam cleaning (not requiring machine handling), placement of vehicle at NCSPA designated point of rest		
Mobilization & Usage of Camel Accessories for Port of Morehead City Ship-loader – Per Vessel Call	\$1,650.00	
Cargo Photograph Request (digital)		
per photo	\$10.00	\$10.00
Minimum Charge	\$85.00	\$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 actually handled.
- (c) By prior arrangement only, the Port may provide barcode-scanning services of cargos moving through the facility. Charges for these services will be determined based upon requirement.

Item 170 – TERMINAL USAGE FEES:

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

	Morehead City	Wilmington
All General Cargo and Container Cargo Handled – Per ST	\$0.59	\$0.59
Bulk Commodities Discharged or Loaded – Per ST	\$0.59	\$0.59

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 container.
- (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, NCSPA 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 NCSPA 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 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 a minimum charge of \$1,000 per shipment.
- (f) Terminal usage fee for hazardous containers is billable to the vessel agent.

Terminal Usage Fee for Containers: Class 1.1 & 1.2	Morehead City	Wilmington
Loaded Ocean Containers of DOT Hazardous Material Classification: 1.1 – 1.2 Cargo – Per Container	\$315.00	\$315.00

Special Handling for Hazardous Breakbulk Cargo	Morehead City	Wilmington
DOT Hazardous Material Classification 1.3 – 1.4 moving via Breakbulk: - Per Short Ton	\$46.00	\$46.00
<i>For all other classifications of hazardous materials shipping via Breakbulk please call 910-343-6227 for prior arrangement, quotation and scheduling. The Authority reserves the right to charge ad valorem based on the value of the cargo.</i>		

SECTION VI

CONTAINER RULES AND CHARGES

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

- (a) Charges published in this section only apply to containers, vans, and/or chassis, which do not exceed 48 feet in length and are owned or leased by the steamship line and not loaded in excess of rated capacity.
- (b) Charges in this section will be assessed against the steamship line, except service requested by importer/exporter or their agent and provided for convenience of importer/exporter, which are charges for account of cargo.

Item 190 - CONTAINER CHARGES:

	Morehead City	Wilmington
Wharfage on Empty Containers	No Charge	No Charge
Wharfage on Loaded Containers – per short Ton	\$5.10	\$5.10
Stripping or Stuffing of Containers for the Cargo Owner’s Account		
Loose Cargo – 20' Container or Equivalent	\$540.00	\$540.00
Loose Cargo – 40' Container or Equivalent	\$590.00	\$590.00
Unitized Cargo – 20' Container or Equivalent	\$365.00	\$365.00
Unitized Cargo – 40' Container or Equivalent	\$425.00	\$425.00
<i>Stripping & Stuffing Rates Include Dray To/From Yard</i>		
Water Testing Equipment – Per Unit	\$26.00	\$26.00
Receiving Containers – Per Receipt	\$73.50	\$73.50
Delivering Containers – Per Delivery	\$73.50	\$73.50
Mounting Containers – Per Mounting	\$42.00	\$42.00
Grounding Containers – Per Grounding	\$42.00	\$42.00
Remove Container from Stack for Services – Per Container	\$42.00	\$42.00
Return Container to Stack Following Services – Per Container	\$42.00	\$42.00
Segregating Containers – Per Container Handling	\$42.00	\$42.00
Intra-Terminal Drayage of Chassis or Containers – Per Container	\$42.00	\$42.00
Receiving Chassis – Per Receipt	\$34.50	\$34.50
Delivering Chassis – Per Delivery	\$34.50	\$34.50
Lifting Container from Flatbed or Chassis to another Flatbed or chassis – Per Container	\$68.00	\$68.00
Empty Storage – Per Container/Chassis – Per Day	\$3.40	\$3.40
Restowing Containers – Cell to Cell – Per Container		\$78.50
Restowing Containers – Cell/Dock/Cell – Per Container		\$89.00
Re-Weighing Containers using Truck Scale – Per Container. <i>This charge does not include cost of unproductive moves in stack.</i>	\$55.50	\$55.50
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	N/A	\$125.00
Electrical Service to Refrigerated Container - Per 24-Hour Period– Per Container	\$44.00	\$44.00
Pre-trip Staging of Reefer Containers– Per Container	\$97.00	\$97.00

	Morehead City	Wilmington
Transaction or Input Fee – Per Transaction or Movement Code - Carriers Not Calling NCSPA Deep Water Facilities or Carriers calling NC Ports which require Terminal Operating System transactions not associated with Normal Container Operations	\$8.40	\$8.40
Customs Facilitation Fee – VACIS (as Required by U.S. CBP for compliance exam) – Per Container	\$230.00	\$230.00
Customs Facilitation Fee – (as Required by U.S. CBP for USDA inspection) – Per Container	\$230.00	\$230.00
Direct Billing Customs Facilitation Fee Administrative Charge, CBP/USDA Import Examinations (as Required for Direct Billing to Beneficial Cargo Owner)	N/A	\$57.75
Refrigerated (Reefer) Inspection Fee - is charged per Reefer Container for any on-port inspections conducted by CBP that require the Reefer container to be moved. It covers the mounting of a Reefer container from the ground in the Reefer Area per CBP direction, drayage to the Port of Wilmington Cold Storage (PWCS), Inspection as defined below by PWCS, drayage from PWCS and return delivery to the ground in the Reefer area.		
Tail Gate Inspection:	N/A	\$178.50
2% Inspection:	N/A	\$309.50
Full (strip)Inspection:	N/A	\$388.50
Note: 1) Above rates are Straight Time only. 2) CBP/USDA services are billed separately		
Fumigation Fee – is charged per Reefer Container on any on-port fumigation required by CBP/USDA. It covers the mounting of a reefer container from the ground in the Reefer Area per CBP direction, drayage to the Port of Wilmington Cold Storage (PWCS), Inspection as defined below by PWCS, drayage from PWCS and return to the ground in the Reefer area. Any Reefer identified as having a mobile pest requiring fumigation once returned to the Reefer area, will later be delivered to the designated fumigation area on terminal once USDA has made an identification of the insect. The Reefer will be grounded, stripped, fumigated (Royal Fumigation will bill separately), stuffed, mounted and later returned to the Reefer Area.	n/a	\$620.00
Note: 1) Above rates are Straight Time only. 2) CBP/USDA services are billed separately		
Over-height Container Pick – Per Container	\$309.00	\$309.00
Out-of-gauge (OOG) surcharge – Per Container, Flat Rack or Platform	\$100.00	\$100.00
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	\$126.00	\$126.00
Two	\$168.00	\$168.00
Three	\$217.00	\$217.00
Four	\$288.00	\$288.00

	Morehead City	Wilmington
Overtime		
One	\$147.00	\$147.00
Two	\$183.00	\$183.00
Three	\$232.00	\$232.00
Four	\$300.00	\$300.00
Holidays		
One	\$173.00	\$173.00
Two	\$210.00	\$210.00
Three	\$260.00	\$260.00
Four	\$325.00	\$325.00
Steam Cleaning of Containers (as required to comply with USDA Inspection) – per container	\$199.00	\$199.00
Administrative Fee for Damaged or P.O.S. Containers	\$26.00	\$26.00

Definitions:

- (a) Receiving is the receipt of a loaded or empty container and/or chassis from the inland carrier at a designated holding area. Receiving does not include grounding the container.
- (b) Delivering is the delivery of a loaded or empty container and/or chassis to the inland carrier at a designated holding area. Delivering does not include mounting the container.
- (c) Mounting is the physical lifting of a loaded or empty container from the ground onto a chassis or other type of conveyance. Mounting does not include any other service.
- (d) Grounding is the physical lifting of a loaded or empty container from a chassis or other type of conveyance to the ground. Grounding does not include any other service.
- (e) Segregating is the physical handling of a number of loaded or empty containers in order to gain access to a particular loaded or empty container. Segregating does not include any other service.
- (f) Per Diem is a daily charge assessed against each container or chassis for the use of Authority facilities. Per Diem is assessed against all containers or chassis carried on the Authority's equipment inventory at the close of each business day.
- (g) Carrier's electronic interchange receipts will be executed only to the extent of noting thereon any apparent damages or deficiencies found by outward visual inspection by cameras of containers and/or chassis at time of receipt from or delivery to inland carrier at holding area.
- (h) Holding area is any area designated by the Authority for the holding of containers and/or chassis.
- (i) No container and/or chassis leases may be terminated on Authority facilities except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing subsequent to the transfer. A charge of \$12 per container or chassis transferred will be assessed against the steamship line requesting the transfer.
- (j) The Customs Facilitation Fee is charged per container selected by U.S. Customs and Border Protection for inspection, and applies to any on-port inspections conducted by CBP that require the container to be moved. It covers removal of container from stack, placement to ground per CBP direction and replacement to stack after inspection, or extra handling during vessel operation. Customs Facilitation Fees will be charged to the account of the ocean carrier.
- (k) 24-hour period for electric service begins at 12 a.m. the day the service begins and ends at 12 a.m. the day the service is discontinued.

Item 195 – LOADED CONTAINER STORAGE:
IMPORTS ONLY

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

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

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

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

Days one (1) through three (3)	\$26.00 per container/day for the account of the steamship line
Days four (4) through seven (7)	\$47.00 per container/day for the account of the steamship line
Days eight (8) and greater	\$68.00 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)	\$73.00 per container/day for the account of the steamship line
Days three (3) and greater	\$147.00 per container/day for the account of the steamship line

Item 196 - EXPORT CONTAINER WEIGHTS FOR VERIFIED GROSS MASS (VGM):

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

- The gross container weight (cargo and container tare weight) shall be determined in the following way:
 - The truck (including fuel and driver), chassis, container, cargo, and any other ancillary equipment such as genset (where utilized) are weighed intact on the certified scales thereby providing a gross scale weight.
 - The weight of the truck (as declared on the Department of Motor Vehicle's registration), chassis, fuel, driver weight and other ancillary equipment (as declared by the trucking company) are deducted from the gross scale weight to arrive at the gross container weight (cargo and container tare weight).

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

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

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

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

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

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

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

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

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

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

SECTION VII WHARFAGE

Item 200 – WHARFAGE DEFINITION:

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

	Morehead City	Wilmington
Cargo Not Otherwise Shown – Per Short Ton	\$4.90	\$4.90
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	\$7.50	\$7.50
Dry Bulk Commodities – Per Short Ton	\$1.94	\$1.94
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, <u>not</u> actual.</i>	\$5.60	\$5.60
Liquid Bulk – Per Short Ton	\$0.89	\$0.89

Item 205 – CARGO TRANSIT CHARGE:

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

Item 207 - CARGO TRANSIT RATES:

	Morehead City	Wilmington
Cargo Not Otherwise Shown – Per Short Ton	\$4.90	\$4.90
Individual Cargo Pieces Weighing More Than 100,000 lbs. – Per Short Ton	\$7.50	\$7.50
Dry Bulk Commodities – Per Short Ton	\$1.94	\$1.94
Flitches, Lumber or Timber, Strapped and Bundled – Per 1,000 Board Feet	\$5.60	\$5.60
<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, <u>not</u> actual.</i>		
Liquid Bulk – Per Short Ton	\$0.89	\$0.89

Item 208 – PASSENGER CHARGES FOR CRUISE ACTIVITY:

When Cruise vessels call the Authority Terminals, a one-time charge of \$42.00 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 \$4,500. The Authority reserves the right to collect a deposit amount from the cruise line and require 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, sorting or grading, or otherwise selecting the cargo for the convenience of carrier or the consignee.
2. Handling charges are assessed against the cargo for each physical handling, as defined in this item.
3. Handling charges published in this MTO schedule will not apply on the following:
 - (i) Glass, loose or in packages, exceeding 120 inches in united outside measurement (two greatest dimensions added together).
 - (ii) Stone, marble or slate slabs, less than four (4) inches thick, loose or in packages.
 - (iii) Commodities named above will be handled by the Authority only under special arrangement with the responsible party

Item 215 – STORAGE:

(a) DEFINITION:

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

(b) RULES

1. Storage will be provided only under advance arrangements with the management of Authority facilities.
2. Storage does not include the services of reconditioning, recouping, segregation or handling.
3. The Authority reserves the right to refuse to store, under the same terms and conditions as sound cargo, any slack, torn or damaged cargo which could be harmful to persons, equipment, facilities and other sound cargo, or cargo which may occupy more space than sound cargo normally does.
4. Storage charges provided in this MTO schedule are shown as daily rates. No minimums will apply.
5. Storage charges provided in this apply only on commodities stored in regular covered warehouses, except as otherwise shown. All charges on commodities stored in bonded custom warehouses will be quoted on request.

Item 220 – LEASE:

(a) DEFINITION:

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

(b) RULES

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

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
225	ARTICLES, NOT OTHERWISE SHOWN	\$46.00	\$0.55	\$46.00	\$0.55
	Palletized for Machine Handling	\$11.25	\$0.55	\$11.25	\$0.55
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	\$85.00	\$25.00	\$85.00	\$25.00
	>40ft per boat	\$175.00	\$25.00	\$175.00	\$25.00
	2. To / From open truck with physical handling by NCSPA personnel				
	Less than 25ft per boat	\$250.00	\$25.00	\$250.00	\$25.00
	>25ft to 45ft per boat	\$450.00	\$25.00	\$450.00	\$25.00
	>45ft (per foot)	\$25.00	\$25.00	\$25.00	\$25.00
	3. Arches, masts, keels, fly bridges or other components handled separately.	\$225.00	\$25.00	\$225.00	\$25.00
	<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		Call for Rate	

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
260	ORES, MINERALS, RELATED MIXTURES OR COMPOUNDS:				
	In Bags, Loose	\$13.35	\$0.21	\$13.30	\$0.21
	<i>In Super bags (Holding Greater than 1,000 lbs.)</i>	\$11.00	\$0.21	\$10.00	\$0.21
	<i>Palletized for Machine Handling</i>	\$9.15	\$0.21	\$9.15	\$0.21
280	FERTILIZER, FERTILIZER MATERIALS				
	<i>Palletized for Machine Handling</i>	\$8.70	\$0.33	\$9.25	\$0.33
	<i>In Bulk</i>	\$5.10	\$0.26	\$5.10	\$0.26
283	DRY, NON-HAZARDOUS MATERIAL				
	In Bag, Loose	\$14.70	\$0.38	\$14.70	\$0.38
	In Super bags (Holding Greater than 1,000 lbs.) – Suitable for Machine Handling	\$11.00	\$0.33	\$11.00	\$0.33
	Palletized for Machine Handling	\$8.90	\$0.33	\$8.90	\$0.33
	In Bulk	\$7.45	\$0.26	\$7.45	\$0.26
295	GRAINS, GRAIN PRODUCTS, DDGS AND LEGUMES				
	In Bags, Loose	\$13.95	\$0.36	\$13.95	\$0.38
	In Super bags (Holding Greater than 1,000 lbs.) – Suitable for Machine Handling	\$10.35	\$0.31	\$10.35	\$0.33
	In Bags, Palletized for Machine Handling	\$8.40	\$0.31	\$8.90	\$0.34
	In Bulk	\$7.05	\$0.24	\$7.45	\$0.26
300	METALS (FERROUS & NON- FERROUS), LOOSE, IN BUNDLES OR PACKAGES: STRUCTURAL BEAMS, FLANGE PIPE OR TUBING				
	Cargo requiring Covered Storage	\$12.60		\$12.60	
	Cargo for Open Storage	\$10.30		\$10.30	
	Storage <u>Open</u> First 90 Days		\$0.21		\$0.21
	Storage <u>Open</u> After 90 Days		\$0.26		\$0.26
	Storage <u>Covered</u> First 90 Days		\$0.26		\$0.26
	Storage <u>Covered</u> After 90 Days		\$0.40		\$0.40

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
301	METALS NOS (FERROUS & NON- FERROUS), LOOSE, IN BUNDLES OR PACKAGES:				
	Cargo requiring Covered Storage	\$8.65		\$8.65	
	Cargo for Open Storage	\$6.45		\$6.45	
	Additional Charges				
	a. Wire Rod for Tire Cord	\$1.30		\$1.30	
	b. Railcar Loading – Per Car	\$110.00		\$110.00	
	c. Rail Blocking and Bracing	Labor Furnished Rates		Labor Furnished Rates	
	Storage <u>Open</u> First 90 Days		\$0.21		\$0.21
	Storage <u>Open</u> After 90 Days		\$0.26		\$0.26
	Storage <u>Covered</u> First 90 Days		\$0.26		\$0.26
	Storage <u>Covered</u> After 90 Days		\$0.40		\$0.40
303	SYNTHETIC STRUCTURALS				
	REQUIRING COVERED STORAGE NOT REQUIRING COVERED STORAGE	\$11.55		\$11.55	
	NOT REQUIRING COVERED	\$9.71		\$9.71	
	Additional Charges				
	a. Railcar Loading – Per Car	\$110.00		\$110.00	
	b. Rail Blocking and Bracing	Labor Furnished Rates		Labor Furnished Rates	
	Storage				
	a. First 90 Days (After Free Time)		\$0.26		\$0.26
b. After 90 Days		\$0.39		\$0.39	

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
310	LUMBER AND RELATED ARTICLES				
	Core stock, Door sides, Drawer sides, Hardboard, Wallboard	\$12.60		\$12.60	
	Plywood, OSB, or Veneer	\$6.55		\$6.55	
	Logs, Poles or Piling, Wooden, Loose	\$13.90		\$13.90	
	Logs, Poles or Piling, In Steel-Strapped Bundles	\$11.80		\$11.80	
	a. Open Storage – Per Day		\$0.26		\$0.26
	b. Covered Storage – Per Day		\$0.35		\$0.35
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 Railcars (Random Sized Bundles) (1)	Labor Furnished Rates		Labor Furnished Rates	
	Handling to Railcars (Uniform Bundles) (1)	Labor Furnished Rates		Labor Furnished Rates	
	Handling To/From Flatbed Truck (Uniform Size Bundles)	\$8.65		\$8.65	
	Handling to Center-Beam Railcars (Uniform Size Bundles)	\$9.95		\$9.95	
	Handling Between Point of Rest and Open Storage (When Required)	\$6.00		\$6.00	
	Open Storage – Per Day		\$0.26		\$0.26
	Covered Storage – Per Day		\$0.35		\$0.35
	(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.				
	<u>Note:</u> When the measurement of board feet is applicable and not furnished to the Authority, billing will be based on weight (1,650 lbs. per thousand board feet).				

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
315	PROJECT CARGO: a. Lift On / Lift Off Cargo (Non- Self - Propelled) Requiring Lift / Tow Machines or Crane – To / From Rail or Truck Equipment Mobilization (Applied Daily): Top Lift \$304.50 \$304.50 Crane \$480.00 \$480.00 Multiple Cranes \$1,139.00 \$1,139.00 Tonnage: 0 – 35 Short Tons \$12.30 \$12.30 36 – 70 Short Tons \$18.90 \$18.90 71 – 100 Short Tons \$19.95 \$19.95 101 – 150 Short Tons \$30.15 \$30.15 Greater than 150 Short Tons Contact our office Contact our office Direct Shipline Loading/Discharge \$4.50 \$4.50 Open Storage (All Units) – Per Day \$0.21 \$0.21 Covered Storage (All Units) – Per Day \$0.35 \$0.35 Open Storage on Berth (\$350.00 minimum, no free time) Quote Only Quote Only <u>Notes:</u> 1) The use of cranes or top-lifts for handling lift on / lift off cargo is determined based on safety and dimensional requirements at the discretion of the NCSPA. Lifts over 150 short tons require a tandem lift. 2) For cargo that is determined to be oversized the Authority reserves the right to quote based on measurement tons (40 cubic feet). 3) For cargo that is determined to be of exceptional value the Authority reserves the right to quote separate rates basis ad valorem.				

Item No.	Commodities	Morehead City		Wilmington	
		Handling	Storage	Handling	Storage
316	VEHICLES, RO-RO MACHINERY				
	Non-Commercial Vehicles: Autos, SUVs and Pickup Trucks – Per Unit	\$44.75		\$44.75	
	High and Heavy: Trucks, Buses, Campers, Trailers, Machinery – Per Unit	\$89.75		\$89.75	
	Cargo NOS (Tanks)	\$168.00		\$168.00	
	Storage for Non-Commercial – Per Day/Unit		\$10.00		\$10.00
	Storage for High and Heavy – Per Day/Unit		\$20.00		\$20.00
	Storage for Cargo NOS – Per Day/Unit		\$20.00		\$20.00
318	U.S. or Foreign MILITARY DEPLOYMENTS OR EXERCISES				
	The following rates will be assessed, as applicable, whenever Military conducts deployments and/or exercises at Authority facilities. These rates cover wharfage, cargo assembly areas. Rates will be assessed per measurement ton (40 cubic feet). Tracked or Wheeled Vehicles/Equipment, Helicopters, Containers, NOS				
	Cargo Throughput	\$4.80		\$4.80	
	Passengers Embarking or Disembarking, Each Way – Per Passenger	\$12.30		\$12.30	
	Storage				
	Dedicated 2.5 open acres for 15 calendar days	\$6,000.00		\$6,000.00	
	After 15 days, per calendar day	\$600.00		\$600.00	
325	PAPER AND PAPER PRODUCTS				
	Boxboard, Kraftboard, Linerboard, Paperboard, or Pulpboard	\$8.10	\$0.21	\$9.30	\$0.21
328	RUBBER				
	Palletized or in Bins Designed for Machine Handling	\$9.70	\$0.21	\$9.70	\$0.21
350	WOODPULP				
	Bales or Rolls, Loose	\$9.95	\$0.26	\$9.95	\$0.26
	Unitized	\$9.25	\$0.26	\$9.25	\$0.26

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