

Terminal Tariff No. 1

**Rates, Charges, & Regulations Governing
Various Services Provided at**

Violet Dock Terminal

Effective January 1, 2013

(Subject to revision without notice)



Issued By

Associated Terminals of St. Bernard, L.L.C.

8000 St. Bernard Highway

Arabi, LA 70032

Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 1

TABLE OF CONTENTS

Item No.		Page No.
Section I: DEFINITIONS		
	Terms applicable to this tariff	3 thru 5
	Abbreviations	6
Section II: GENERAL RULES & REGULATIONS		
01	Introduction of Associated Terminals of St. Bernard	8
10	Applications of Tariff & Amendments	9
15	Consent to Terms	9
20	Negotiated Rate Option	9
25	Measurement of Vessel	9
30	Manifest Report	9
35	Time, Computation of	9
40	Dumping into Waters	10
45	Storage of Gasoline, etc.	10
50	Damage to Property	10
55	Cleanliness	10
60	Hazardous Commodities	10
62	Material Safety Data Sheets	10
65	Berth, Application for	11
70	Insurance Requirements	11-12
75	Legal Holidays	12
80	Weather	12
85	Delays Caused by Vessel	12
86	Failure to Vacate Berth	12
87	Barge Fleeting	12
90	Payment of Charges & Invoices	13
95	Delinquent List	13
100	Advance Collection of Charges	13

Issued: December 15, 2012

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 2

TABLE OF CONTENTS... *continued*

Item No.		Page No.
<i>Section II: GENERAL RULES & REGULATIONS... continued</i>		
110	Furnishing of Billing Information	14
115	Gross Tonnage	14
120	Harbor Tugs	14
125	Launch Service	14
<i>Section III: CHARGES WHICH MAY BE INCURRED BY VESSELS</i>		
130	Dockage Charges	16
135	Period of Time for Dockage	16
140	Dockage of Vessels Moored Outside of Other Vessels	16
145	Line Handling	16
150	Dockage Charged Against Vacated Vessels	16
155	Fresh Water Supplied to Vessels	17
160	Terminal Use Fee	17
165	Special Dockage Rates	18
<i>Section IV: CHARGES WHICH MAY BE INCURRED BY INLAND WATERCRAFT</i>		
170	Dockage Charges - Inland Craft	20

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 3

Section 1

DEFINITIONS

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 4

Section 1 Definitions

Agent or Vessel Agent	The party or entity which submits the application for berth.
Arrival At Berth	The time when vessel arrives at the berth with first line made fast shall be considered as the arrival time.
Berth	The water area at the edge of a wharf, including mooring dolphins, used by a vessel while docked.
Day	A consecutive 24-hour period or fraction thereof.
Departure From Berth	The time the last line is let go shall be considered as the departure time.
Dockage	The charge assessed against a vessel for berthing at a wharf, pier, dolphins, bulkhead, structure or bank or for mooring to a vessel so berthed.
Inland Watercraft	Wherever used in this tariff, the term "Inland Watercraft" shall include all vessels, private and public, ordinarily operated on rivers, lakes, canals, and other inland waterways employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature. The term "Inland Watercraft" shall not apply to any vessel in tow by another vessel or barges used in movement aboard ocean vessels entering or leaving the harbor destined to or from any point via the Gulf of Mexico.
Ship	Any self-propelled seagoing vessel.
Stevedore	One who works at or is responsible for the loading or unloading of a ship or vessel.
Tugs and Towboats	Vessels which do not carry freight or passengers, but are used to tow or push other vessels.

Issued: December 15, 2012

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 5

Section 1... *continued*

Definitions... *continued*

User	A user of the facilities leased and /or controlled by the terminal shall include any vessel or person using any properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by terminal, or any person owning or having custody of cargo moving over such facilities.
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Vessel	Includes within its meaning every description of watercraft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water and shall include in its meaning the owner thereof.
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Vessels Engaged in Foreign and Coastwise Trade	Wherever used in this tariff, the term "Vessels Engaged in Foreign and Coastwise Trade" shall include all vessels, private and public whether self-propelled or in tow or barges used in movement aboard ocean vessels, entering or leaving the harbor destined to or from any point via the Gulf of Mexico, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial of a private or public nature.
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Wharfage	A charge assessed against the cargo of vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge or lighter) when berthed. Wharfage is solely the charge for use of certain facilities and does not include charges for any other service.
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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 6

Section 1... *continued* Abbreviations

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither an increase or decrease
(I)	Increase
(N)	New Item
(R)	Reduction
Cont' d	Continued
ATSB	Associated Terminals of St. Bernard, L.L.C.
FMC	Federal Maritime Commission
GRT	Gross Registered Ton
Lbs.	Pounds
LOA	Length-Over-All
MT	Metric Ton of 2,204.06 pounds
MTO	Marine Terminal Operator
NOS	Not otherwise specified
NT	Net Ton of 2,000 pounds
O/T	Other than

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 7

Section 2

GENERAL INFORMATION, RULES AND REGULATIONS

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 8

Section 2

General Information, Rules and Regulations

Item 01	Introduction	<p>This Tariff is published by Associated Terminals of St. Bernard, L.L.C. (ATSB) It contains rules and regulations, rates and other charges applicable to public use of Violet Dock Terminal, Mile 83.5 on the Mississippi River, owned by the St. Bernard Port, Harbor and Terminal District.</p> <p>ATSB is a privately owned company and is not affiliated or associated with any city, state or federal agency. Therefore, use of these facilities is by private contract by and between ATSB and interested parties.</p> <p>Rates and charges set forth in this Tariff are net, and are in addition to all other rates, charges and impositions that may be imposed by The St. Bernard Port, Harbor and Terminal District or other governmental and non-governmental agencies</p> <p>Legal Address is:</p> <p>Associated Terminals of St. Bernard, L.L.C. 9100 Safety Drive Convent, LA 70723</p> <p>Physical Location is:</p> <p>Chalmette Slip 8000 St. Bernard Highway Arabi, LA 70032</p> <p>Phone (504) 277-5101 Fax: (504) 279-8353</p>
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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 9

Section 2... *continued*

General Information, Rules and Regulations... *continued*

Item 10	Application of Tariff & Amendments	<p>The rates, rules and regulations contained in this tariff shall apply equally to all users of the facilities and shall apply to all services on the effective date shown on this tariff or any amendments thereto.</p> <p>Amendments shall be issued to cover changes in this tariff, but this tariff is subject to change without notice.</p> <p>ATSB shall be the sole judge as to the interpretation of this tariff.</p>
Item 15	Consent to Terms of Tariff	<p>The use of the facilities under the jurisdiction of ATSB shall constitute a consent to the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents, and other users of such facilities to pay all charges specified in this tariff and be governed by all rules and regulations herein contained.</p>
Item 20	Negotiated Rate Option	<p>ATSB reserves the right to negotiate all-inclusive rates, volume rates, incentive rates and/or special arrangements under this tariff.</p>
Item 25	Measurement of Vessels	<p>ATSB reserves the right to measure all vessels when deemed necessary; said measurement to be used as a basis of charges.</p>
Item 30	Manifest Report	<p>Vessels, their owners or agents, shall submit to the ATSB a manifest within five (5) working days of loading to or discharging from the vessel. ATSB reserves the right to audit all manifests and to use such audits as a basis for charges. Failure to comply with this requirement will result in the assessment of a penalty of \$100 per day for each day the Manifest is not submitted.</p>
Item 35	Time, Computation of	<p>All charges are based on straight running time except where otherwise stated. A day in computing charges shall be considered as commencing when the vessel arrives at the berth and shall comprise a period of 24 hours, or fraction thereof. The time when a vessel arrives at the berth with the first line made fast shall be considered as the arrival time. The time the last line is let go shall be considered as the departure or sailing time.</p>

Issued: December 15, 2012

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 10

Section 2... *continued*

General Information, Rules and Regulations... *continued*

Item 40	Dumping into Waters	The dumping of oil, oily waters, grease or other objectionable matter into the waters of the Mississippi River is prohibited by National, State and local laws and ordinances.
Item 45	Storage of Gasoline or Other Liquid Petroleum Products Prohibited, ETC.	The storing of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene or any automobiles or trucks upon the wharves or landing is prohibited except as otherwise provided. Gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene, will be permitted to be received on Arabi Mooring Dolphins for a vessel at berth, but the same shall not be placed in close proximity to other freight subject to damage by contact.
Item 50	Damage to Property	Persons and vessels responsible for damage to property of ATSB shall be liable for the expense of the replacement or repair to property damaged or destroyed. In the event damage is done to any facility by any person or vessel a report must be made in writing to ATSB to the extent of such damage.
Item 55	Cleanliness	Exceptional cleaning: Charges for exceptional cleaning will be based on cost of labor required to perform the service, plus 20%, plus cost of materials or supplies required to clean the assignment.
Item 60	Hazardous Commodities	Shipment of articles classified as explosive or dangerous by the U.S. Coast Guard will be accepted only after a full compliance by shippers or delivering carrier with the rules and regulations of the Interstate Commerce Commission governing the transportation of such articles. Wharfage and handling facilities will not be provided except under special arrangements.
Item 62	Material Safety Data Sheets	Users of ATSB facilities are required to provide its management with Material Safety Data Sheets on all commodities handled for their account, prior to arrival at ATSB facilities.

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 11

Section 2... continued

General Information, Rules and Regulations... continued

Item 65	Berth, Application For Mooring Dolphins	Application For Berth Persons desiring a berth must apply to ATSB (on forms furnished by ATSB) not less than 48 hours in advance of the proposed time of use. If space is available, ATSB will notify the applicant of a berth assignment by returning a signed copy of the application with the assignment noted thereon The application and berth assignment shall constitute a contract by and ATSB and Applicant. Should the vessel which has filed an Application For Berth be ordered to berth and refuse such berth for any reasons, refiling will be required in accordance with the provisions of this Tariff.
Item 70	Insurance Requirements	ATSB shall not be responsible for marine loss or damage to the cargo or commodity handled, or to vessels, barges or other waterborne vessels moored to ATSB controlled facilities. In all other matters, ATSB shall not be responsible for delay or damage of any nature whatsoever when caused by any cause beyond its control, however or wherever arising. All vessels and/or users of the ATSB leased Mooring Facilities hereby assume sole and full responsibility for the injury to or death of any person, or to damage or destruction of property of the vessel or user of the ATSB controlled facilities, when same is caused by, arises out of, or is incident to or in connection with the vessel's or user's use of the ATSB leased Mooring Facilities, its equipment or continued services. All vessels and other users of the ATSB leased Mooring Facilities hereby agree to indemnify and hold harmless ATSB and all persons, firms or other entities which may manage, own or control the operations of said ATSB controlled facilities from and against any and all claims, actions, damages, liability or expense, including court costs and attorney fees, in connection with the loss of life, bodily injury and damages or loss of property, incident or resulting from their operation at the ATSB leased facilities or use of the adjoining facilities.

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 12

Section 2... continued

General Information, Rules and Regulations... continued

Item 75	Legal Holidays	<p>Legal holidays referred to in this Tariff are as follows:</p> <table><tr><td>New Year's Day</td><td>Labor Day</td></tr><tr><td>Mardi Gras</td><td>Thanksgiving Day</td></tr><tr><td>Good Friday</td><td>Christmas Day</td></tr><tr><td>Memorial Day</td><td></td></tr><tr><td>Independence Day</td><td></td></tr></table> <p>When one of the above holidays fall on Sunday, the following Monday will be observed. When one of the above holidays fall on Saturday, the preceding Friday will be observed.</p>	New Year's Day	Labor Day	Mardi Gras	Thanksgiving Day	Good Friday	Christmas Day	Memorial Day		Independence Day	
New Year's Day	Labor Day											
Mardi Gras	Thanksgiving Day											
Good Friday	Christmas Day											
Memorial Day												
Independence Day												
Item 80	Weather	<p>If, in the opinion of ATSB, the weather conditions so warrant, any vessel or barge in berth may be ordered at any time of the day or night to vacate the berth until such time as weather conditions permit the vessel or barge to return to berth.</p>										
Item 85	Delays Caused by Vessel	<p>Should a vessel at berth find it necessary to receive fuel, water or stores; or to discharge ballast of whatsoever, such activities must be scheduled in advance with ATSB so that stevedoring activities will not be delayed. All time lost as a result of said activities will be charged against the vessel, its owners and/or agents at a rate of \$2,500.00 per hour.</p>										
Item 86	Failure to Vacate Berth	<p>ATSB shall have the right, in its sole discretion, for any reason it shall determine desirable, without waiver of any rights ATSB may have, to order, without cause, the vessel to vacate the berth at any time. Should the vessel fail to vacate the berth, the vessel shall pay, upon demand, the rate of \$2,500.00 per hour. Such damages will commence one hour after ATSB issues its order, either verbally or written, to vacate the berth and shall be assessed continuously until the vessel physically vacates the berth.</p> <p>In addition, all costs and expenses in connection with the moving of the vessel, but not limited to attorneys fees and expenses incurred by ATSB, shall be for the account of the vessel.</p>										
87	Fleeting	<p>Barges are to be fleeted at ATSB's designated harbor services twenty-four (24) hours in advance of the scheduled load/discharge date.</p>										

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 13

Section 2... *continued*

General Information, Rules and Regulations... *continued*

Item 90	Payment of Charges and Invoices	<p>The applicant, either directly or through a cargo forwarding agent, shall be responsible to ATSB for payment of all charges payable hereunder arising directly or indirectly out of the activity described in the Application For Berth. Other users shall be responsible for such charges as may be applicable in respect of their use. ATSB reserves the right to hold any vessels, their owners, and agents who load or discharge cargo at ATSB facilities liable for payment of all charges.</p>
Item 95	Delinquent List	<p>All persons and entities placed on the delinquent list for reasons heretofore stated may be denied further use of ATSB facilities until all charges due have been paid in full.</p> <p>An interest charge of one and one-half percent (1 1/2%) per month may be levied against invoices more than thirty (30) days old.</p> <p>ATSB reserves all other legal remedies for enforcement of its rights under this Tariff and denial of use of the facilities shall not limit those other remedies.</p>
Item 100	Collection of Charges	<p>ATSB reserves the right to estimate and collect in advance for all charges payable in respect of activities described in an Application For Berth. Use of the facilities may be denied until such advance payment has been made to ATSB. ATSB reserves the right to apply any payment received against the oldest ATSB invoices rendered against the invoicee.</p> <p>In any event, payment for all activities described in the Application For Berth or otherwise due shall be paid in full prior to final departure from berth by the vessel.</p>

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 14

Section 2... *continued*

General Information, Rules and Regulations... *continued*

Item 110	Furnishing of Billing Information	All vessels, their owners, charterers or agents shall upon request of ATSB, promptly report to ATSB all cargo loaded or discharged and in addition, shall also be required to furnish any other information which ATSB may deem necessary for issuing invoices against the cargo vessel or other carriers.
Item 115	Gross Tonnage	As used in this tariff the term Gross Tonnage, Gross Registered Tonnage or Gross Tons with respect to vessels engaged in foreign, coastal or intercoastal trade shall be the tons appearing in Lloyd's Register as the official gross tonnage of the vessel. Where two gross tonnages are assigned to certain vessels in association with a Tonnage Mark on the vessel's sides, the higher figures will be applicable in determining gross tonnage for the purpose of assessment of charges under this tariff.
Item 120	Harbor Tugs	<p>ATSB will provide harbor tugs for berthing and departure of ALL vessels and ocean barges. A MINIMUM of one tug is required for berthing and departure. ATSB reserves the right to amend the number of tugs requested. Refer to the Berth Application for harbor tug information or call the Terminal Office for information and current rates</p> <p>All costs associated with Harbor Tug assistance are solely for the account of the vessel, including those required for high water conditions. High water shall mean any river condition where the depth at the Carrollton River Gauge is at ten (10) feet or above.</p> <p>Whenever high water conditions exists, all vessels entering any of ATSB's Moorings shall be required to be assisted by three (3) adequate tugs as determined solely by ATSB's management.</p> <p>All tugs shall assist any arriving vessel until released by the compulsory pilot.</p>

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 15

Section 3

**CHARGES WHICH MAY BE INCURRED BY
VESSELS ENGAGED IN
FOREIGN AND COASTWISE TRADE**

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 16

Section 3

CHARGES WHICH MAY BE INCURRED BY VESSELS ENGAGED IN FOREIGN AND COASTWISE TRADE

Item 130	Regular Dockage Charges	<p>Dockage charges will be assessed for vessels unloading and/or loading cargo.</p> <p>Dockage will be assessed against the vessel, its owners, agents, or operators, at a rate of sixty (60) cents per Gross Registered Ton, for the first twenty four (24) hours and each succeeding twenty-four (24) hours, or fraction thereof if such fraction is more than three (3) hours. Gross Registered Tonnage is based on the Gross Tonnage of ships as shown in the current "Lloyd's Register of Ships".</p> <p>Minimum Charge: Vessels...\$5,000.00 per 24-hour day or part thereof.</p>
Item 132	Cape Size Vessel Dockage Charges	<p>Dockage for any cape size vessel will be assessed at our Regular Dockage Charges rate as per Item 130. The vessel will be assessed dockage at a minimum of four (4) days.</p>
Item 135	Period of Time for Dockage	<p>The period of time for which dockage shall be assessed against a vessel shall commence when Arrival At Berth and shall continue until Departure From Berth.</p>
Item 140	Dockage of Vessels Moored Outside of Other Vessels	<p>Vessels moored outside of vessels lying at ATSB Facilities will be subject to the same charges as though moored to the ATSB Facilities.</p>
Item 145	Line Handling	<p>ATSB requires line handlers that will be provided by ATSB for berthing and departure of all ships and ocean barges. Refer to the Berth Application for line handling information or call the Terminal Office for information and current rates</p>
Item 150	Dockage Charges Assessed Against Vacated Vessels	<p>When a vessel is required to vacate a berth pursuant to a request by ATSB, dockage charges against the vessel will cease at the time the dock is completely vacated. When vessel is next allowed to berth, dockage charges will be in accordance with Item 130.</p>

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 17

Section 3

CHARGES WHICH MAY BE INCURRED BY VESSELS ENGAGED IN FOREIGN AND COASTWISE TRADE

Item 155	Fresh Water Supplied to Vessels	A charge for water shall be assessed at the rates of five (5) dollars per metric ton, with a minimum of one hundred (100) metric tons per vessel.
Item 156	Bunker Charge	All vessels receiving bunkers from a barge while moored at ATSB facilities will be assess a charge of \$4,000.00. Bunker intentions must be noted on the berth application.
Item 160	Stevedore Use Fee	<p>All persons allowed use of ATSB facilities for the purpose of performing stevedoring services may be assessed a Terminal Use Fee of \$12.00 per net ton. The use of ATSB facilities for these purposes shall be deemed an acknowledgement and acceptance of the terms, conditions and obligation contained herein.</p> <p>The fee, due solely by the party performing the services, in addition to any other charge(s), and shall be based on the number of net tons of all cargo handled at the facility.</p> <p>In those instances where a vessel is loaded or discharged by more than one stevedore, each stevedore shall be assessed a fee, based on the actual number of tons which it loaded or discharged, at the applicable rate.</p>

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

RevisedPage 18

Section 3

CHARGES WHICH MAY BE INCURRED BY VESSELS ENGAGED IN FOREIGN AND COASTWISE TRADE

Item 165	Special Dockage Rate	<p>Vessels may be permitted to berth when neither loading or discharging of cargo. Beginning on arrival of the vessel at berth, the Special Dockage Rate shall be assessed continually for each twenty-four (24) hours, or fraction thereof, and said charge shall end when vessel departs the berth or changes in status to a higher dockage charge, see Item 130.</p> <p>A change in status resulting in a higher dockage rate shall be assessed such rate effective at the first 0700 or 1900 prior to call out labor gang(s) to begin stevedoring operations.</p> <p>Vessels requesting a change in status resulting in a lower dockage rate shall be assessed such rate effective immediately upon completion of a twenty-four (24) hour period of Regular Dockage, Item 130, and said dockage shall end on the day the vessels departs the berth. The lower dockage shall apply for each twenty-four (24) hours, or fraction thereof.</p> <p>Special dockage rate is assessed at \$4,000.00 per day.</p>
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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Original Page 19

Section 4

CHARGES FOR INLAND WATERCRAFT

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Associated Terminals of St. Bernard, L.L.C.

Violet Dock Terminal

Revised Page 20

Section 4

CHARGES WHICH MAY BE INCURRED BY INLAND WATERCRAFT

Item 170	Dockage Rates	<p><u>DOCKAGE RATES FOR NON-PROPELLED WATERCRAFT</u></p> <p>Inland watercraft shall be assessed dockage charges, based upon the the registered length, at the following rates per vessel, per day, or fraction.</p> <p>175 feet and under \$56.35 Over 175 ft to 200 ft.... \$84.77 Over 200 ft to 250 ft ... \$142.09 Over 250 ft \$169.54</p> <p><u>Exception</u></p> <p>Tugs or towboats landing tows will be exempt from dockage charges provided they do not remain at the ATSB Facilities longer than is necessary to land the tows.</p> <p>Inland barges transporting project cargoes shall be assessed special dockage at rates pursuant to terms which are subject to negotiations.</p> <p>Ocean barges or other non-propelled vessels may be assigned berths at rates pursuant to terms which are subject to negotiation without regard to its length.</p>
172	Dockage Rates	<p><u>DOCKAGE OF VESSELS MOORED OUTSIDE OF VESSELS</u></p> <p>Vessels moored outside of vessels lying at ATSB facilities will be subject to the same charges as though moored to the ATSB facilities.</p>

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