



**PORT OF
CLEVELAND**

Cleveland - Cuyahoga County Port Authority

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ORIGINAL TITLE PAGE

PORT OF CLEVELAND

TARIFF NO. 1-B

FMC-T 1-B

ISSUED BY:

**Authority of the Board of Directors of the
Cleveland-Cuyahoga County Port Authority**

1375 East Ninth Street, Suite 2300

Cleveland, Ohio 44114

EFFECTIVE: July 1, 2011

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SECTION ONE – GENERAL RULES AND REGULATIONS

TERMINAL OPERATORS TARIFF

ITEM 100

The Cleveland-Cuyahoga County Port Authority, hereinafter called the Port Authority, is a body corporate and politic created pursuant to Chapter 4582 of the Ohio Revised Code and the exercise by such Port Authority of the powers conferred upon it, including those provided in this Tariff, are deemed to be essential governmental functions of the State of Ohio.

Rates, Rules and Regulations applying at Port Authority facilities in the Port of Cleveland are those published in this Tariff of the Port Authority, issued under the authority of its Board of Directors.

The Port Authority reserves the right to amend this Tariff, or any item or part thereof, provided, however, that, before any such amendments are adopted, ten (10) days advance notice of consideration by the Board of adoption of the Resolution authorizing such amendments will be given to parties requesting in writing such notice. Insofar as possible, changes will be made effective on a calendar year basis.

CONSENT TO TERMS OF TARIFF

ITEM 105

The use of the waterways and facilities under the jurisdiction of the Port Authority constitute a consent to the terms and conditions of this Tariff, and evidences agreement on the part of all vessels, their owners or agents, and other users of the waterways and facilities, to pay all charges specified, and to be governed by all Rules and Regulations contained therein.

COLLECTION OF CHARGES

ITEM 110

All charges published in this Tariff will be invoiced and collected by the Terminal Operator as per the Addendum to Port of Cleveland Tariff No. 1-B FMC-T 1-B.

DAMAGE TO PORT AUTHORITY PROPERTY, ETC.

ITEM 115

Users of the facilities of the Port Authority shall be held responsible for all damage which they cause to Port Authority property and facilities as per the Addendum to Port of Cleveland Tariff No. 1-B FMC-T 1.B.

Users of the facilities of the Port Authority shall be held responsible for all damage which they cause to the property and facilities of others lawfully on the premises of the Port Authority.

SECTION ONE – GENERAL RULES AND REGULATIONS (CONT'D)

DAMAGE TO VESSELS, CARGO, ETC.

ITEM 116

The Port Authority assumes no responsibility for any damage to vessels or equipment incurred for any reason whatsoever within the confines of Cleveland Harbor, or loss or damage to cargo or other property while on the wharves, docks or other facilities under the administration of the Port Authority, or for damage or injuries to others by reason thereof. The Port Authority accepts no responsibility for any damage to vessels caused by surging or pounding at its wharves, docks or other facilities, or any loss or damage to cargo being loaded or unloaded, nor for injury to or loss of cargo on its wharves, docks or other facilities under its administration as a result of high water and weather conditions.

SMOKING AND OPEN FIRES

ITEM 120

Smoking or open fires in the transit sheds, or on the wharves in the vicinity of explosive or flammable cargo, or on or in the vicinity of vessels containing such cargo, is strictly prohibited. All United States Coast Guard Regulations regarding open fires and smoking must be observed at all times.

PARKING

ITEM 125

The Port Authority reserves the right to designate parking areas for all classes of vehicles. No vehicles shall be parked or otherwise left unattended on the piers outside such designated areas.

Vehicles and/or equipment left unattended in unauthorized areas may be towed away by the Port Authority, and the owner of such vehicle or equipment shall be assessed the cost of such towing.

Vehicles left overnight on Port Authority property without authorization may be towed away by the Port Authority, and the owner of such vehicle shall be assessed the cost of such towing and shall be denied future access to the Port Authority property.

LOITERING

ITEM 130

It shall be unlawful for any person to loiter upon the docks and in the dock area.

SECTION ONE – GENERAL RULES AND REGULATIONS (CONT'D)

TERMINAL NOT A PUBLIC THOROUGHFARE

ITEM 132

The Terminal property is not a public thoroughfare and complies with Department of Homeland Security regulations. All facilities operated by the Port Authority are deemed “secure” or “restricted” areas and all persons entering property are subject to TSA regulations.

UNAUTHORIZED USE OF SPACE

ITEM 135

Use of open areas for other than cargo or cargo handling and stevedore equipment, and use of office space and gear rooms is subject to specific permission of the Port Authority. Unauthorized use of such space shall be charged for at one hundred fifty percent (150%) of the rates set forth in Item 635. Such unauthorized occupants being subject to immediate ejection and such unauthorized materials being subject to removal to storage areas at the owner's expense.

CLEANLINESS OF PREMISES

ITEM 140

The Port Authority is responsible only for cleanliness of public roadways, parking areas and similar public areas.

Users of wharves, warehouses and other facilities of the Port Authority shall be held responsible for the cleaning of the property or facility of the Port Authority which they have been allowed to use, or which is assigned or leased to them.

If such users do not maintain the property used by them in a reasonably clean condition, the Port Authority, after notice, may have said property cleaned and charge the user with the cost thereof.

HOLIDAYS

ITEM 145

For the purposes of this Tariff, "holidays" are those days set out in the ILA-Port of Cleveland Agreement and include the following named days:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
EASTER	VETERANS DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

When any of these days falls on Sunday, the next Monday shall be designated the legal holiday.

SECTION TWO – RULES AND REGULATIONS-VESSELS

DEFINITIONS

ITEM 200

Vessels: The term "vessel" as used in this Tariff shall be held to mean floating craft of every description, and shall include in its meaning the term "owners, operators and agents" thereof.

Leased Berths: Are berths on which a specific Terminal Operator has a prior claim for use, said use being exclusive.

Casual Berths: Are any berths not leased or assigned to a specific Terminal Operator.

APPLICATION FOR BERTHS

ITEM 205

Vessels shall arrange for casual berth as far in advance of arrival as possible through their Terminal Operator. Berth requests will be received by the Port Authority only from Terminal Operators, and will be approved when the Terminal Operator agrees that the space assigned is adequate for handling the vessel's cargo.

Port Authority reserves the right to refuse a berth to any vessel carrying explosives or hazardous cargo, or for loading or discharging of such cargo. In addition, all vessels must be seaworthy and must be maintained in that condition.

THE ASSIGNMENT OF BERTHS

ITEM 210

Berthing space will be assigned by the Port Authority, as available, provided, however:

- 1) Except as provided in Paragraph (2) hereof, berth applications by Terminal Operators for their assigned berths will be approved.
- 2) Berth applications by one Terminal Operator for the assigned berth of another Terminal Operator will be subject to concurrence of the latter, but such concurrence shall not be withheld unless the applicant's use of such berth by the Terminal Operator having been assigned such berth.
- 3) Berth applications by Terminal Operators for casual berths will be approved subject to order of vessel arrivals.

Further provided in regard to the "Heavy Lift" berth (Dock 28 West):

- 4) Upon receipt of appropriate notice, vessels requiring Heavy Lift service will be given preference in all instances.

SECTION TWO – RULES AND REGULATIONS-VESSELS (CONT'D)

THE ASSIGNMENT OF BERTHS (CONT'D)

ITEM 210

- 5) If more than one request is made for the same time, the first ship to arrive at the Heavy Lift berth will be given preference.
- 6) A working ship will be entitled to the Heavy Lift berth, even though the time may be outside the regular working period. An idle vessel will promptly vacate the berth so that the working vessel may berth and be ready for discharging and/or loading without undue delay.

BERTH ALLOCATIONS

ITEM 215

In order to allocate the use of berthing space in line with need, and to provide continuity of operations and advance planning, the Port Authority will make a determination, in conjunction with the Terminal Operators, at the beginning of each shipping season of berths to be used by specific Terminal Operators.

The Port Authority reserves the right at the beginning of each shipping season to designate any berths as casual as it in its sole judgment determines.

TERMINAL OPERATORS

ITEM 220

The Port Authority shall qualify and approve persons or business entities desiring to act as Terminal Operators at the Port of Cleveland. Such persons or business entities shall establish credit to the reasonable satisfaction of the Port Authority.

In order to qualify as a Terminal Operator on Pier 20 through Pier 30, a person or business entity shall be an independent contractor and shall be able and equipped to handle the various types of cargos offered at the Port of Cleveland.

Each Terminal Operator shall be required to observe and perform all applicable provisions of Port of Cleveland Tariff No. 1-B FMC-T 1-B, including the Addendum thereto. The Tariff and Addendum together set forth the terms and conditions to be performed by the Terminal Operator and the Port Authority.

The current Terminal Operator at the Port of Cleveland is:

Federal Marine Terminals
775 Erieside Avenue
Cleveland, Ohio 44114

SECTION TWO – RULES AND REGULATIONS-VESSELS (CONT'D)

CARGO STATEMENTS

ITEM 225

All vessels shall furnish the Port Authority, through the Terminal Operator, with a copy of each Discharge Manifest and Loading Manifest/Cargo List within forty-eight (48) hours of vessel completion of loading.

Such reports, as noted above, shall be in the form that the Port Authority deems necessary for the compilation of commercial statistics and for the reserving of warehouse or wharf space, or for other purposes.

REMOVAL OF VESSELS

ITEM 230

Every vessel, boat, barge or other water craft must at all times have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce, or for the protection of other vessels or property. The Port Authority is authorized to order and enforce the removal or change the location of any vessel, boat, barge, or other water craft at the vessel's expense, to such place as the Port Authority may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the Master, owner or agent of such vessel to fail, neglect, or refuse to obey any such orders of said Port Authority.

SPEED LIMIT

ITEM 235

The City of Cleveland has adopted a Water Traffic Code applicable to the Port of Cleveland, establishing speed limits and other navigational requirements and providing penalties for violations thereof, codified as Title 33 of the City Ordinances.

POLLUTION

ITEM 240

1. Water Pollution: It is strictly prohibited to deposit, place, or discharge into the waters under the jurisdiction of the Port Authority any matter which is capable of polluting, defiling or clogging those waters, or which would be in violation of Local, State and/or Federal law.
2. Air Pollution: It is strictly prohibited to allow uncontrolled emissions into the atmosphere from a vessel, building, cargo transfer operation, stock pile or any other appurtenance within boundaries controlled by the Port Authority which would violate Local, State and/or Federal law. The City of Cleveland has passed a “no idling” ordinance which all Terminal Operators shall enforce.

SECTION TWO – RULES AND REGULATIONS-VESSELS (CONT'D)

FIRE SIGNAL

ITEM 245

In the event of fire occurring on board any vessel at Port Authority facilities such vessel shall sound five (5) prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but shall be used in addition to other means of reporting a fire. The words "prolonged blast" used in this rule shall mean a blast of from four (4) seconds to six (6) seconds duration.

COLLISION

ITEM 250

In the event of a collision between two (2) vessels, or between a vessel and any wharf, dock or pier, written report of such collision shall within twenty-four (24) hours be furnished the Port Authority by the Master, owner or agent of said vessel; provided that in the case of a minor collision where a vessel is under way and proceeding to the open sea, there being no need of repair, said report may be mailed by the Master of said vessel from the next Port which it enters; and provided further that in all cases of collision, report of the Master, owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

SECTION THREE – RULES AND REGULATIONS-CARGO

HAZARDOUS COMMODITIES	ITEM 300
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Explosives and hazardous or highly inflammable commodities or materials may be handled over, under, or received on, the wharves or other facilities of the Port Authority by special arrangement with and at the option of the Port Authority; and the receiving, handling, or storage of such commodities shall be subject to Federal, State, City and Port Authority laws, ordinances, Resolutions, Rules and Regulations.

RESPONSIBILITY FOR LOSS OR DAMAGE	ITEM 305
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The Port Authority shall not be responsible for injury to or loss of any vessel or any freight being loaded or unloaded at its wharves, nor for any delay to same, not for injury to or loss of freight on its wharves or in its sheds.

RESPONSIBILITY FOR PIER PICK-UP AND DELIVERY	ITEM 310
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Unless other prior written arrangements have been made with the Terminal Operator, the consignees or shippers, or their freight forwarders, customs brokers or agents, are responsible for making necessary arrangements to insure that the motor carrier and railroad companies make pick-up or delivery of cargo within the allowable Free Time period.

HAZARDOUS COMMODITIES	ITEM 315
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The Port Authority performs no stevedoring, checking or transfer of cargo, and does not accept custody of merchandise. These services and responsibilities are provided through approved Terminal Operators, the names of which will be provided by the Port Authority on request.

TERMINAL OPERATORS TARIFF	ITEM 320
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Rules and Regulations of the Port of Cleveland Marine Terminal Operators are published separately. Copies of this Tariff will be made available on request to the Terminal Operator listed below.

Federal Marine Terminals, Inc.
775 Erieside Avenue
Cleveland, Ohio 44114

SECTION FOUR – VESSEL CHARGES

DOCKAGE

ITEM 400

Dockage is a charge assessed against a vessel for berthing or making fast to a wharf or pier. This charge shall be assessed against the vessel, its owners, operators or agents. No other services are covered by this charge.

Lloyd's Register of Shipping measurements shall be used in determining vessel's gross registered tonnage. In the event more than one GRT is listed (as in shelter deck vessels), the highest GRT will be used.

Dockage on self-propelled vessels will be charged for on the basis of Nine Cents (\$.09) per Gross Registered Ton of the vessel for each twenty-four (24) hour period commencing upon vessel arrival, or fraction thereof.

The period of time for which Dockage shall be assessed against a vessel shall commence when such vessel shall commence when such vessel is made fast to the wharf, bulkhead or to another vessel so berthed and shall continue until such vessel has completely vacated such berth.

Dockage on passenger ships and ferries, loading and unloading passengers and their baggage only, will be Six cents (\$.06) per Gross Registered Ton of the vessel per twenty-four (24) hour period, or fraction thereof.

Dockage for government and other non-commercial vessels may be waived and off-season lay-up rates negotiated by the Vice President, Maritime & Logistics or Operations Manager.

WHARFAGE

ITEM 405

Wharfage is a charge assessed against a vessel or its cargo for the privilege of loading or unloading cargo to or from the terminal or wharf.

All Wharfage charges shall be paid by the party paying the loading/unloading charges, unless it is specifically and clearly stated in writing, that others are obligated for, and have agreed to pay, this charge. No other services are covered by this charge.

SECTION FOUR – VESSEL CHARGES (CONT'D)

WHARFAGE (CONT'D)

ITEM 405

Wharfage shall be charged at the following rates per Metric (2,204.6 Pounds) Ton of cargo or fraction thereof:

General Cargo, N.O.S.	\$.80
Containers	\$.80
Dry Bulk Cargo	\$.35
Liquid Bulk Cargo	\$.35
Newsprint Paper	\$.35
Aluminum Ingots, Slabs	\$.80
Zinc Ingots, Slabs	\$.80
Steel Products:	\$.80
Coiled Sheets, Sheets	
Coiled Wire Rod, Plate	
Billets, Slabs, Bars	
Rebar, Angles, Beams	
Channels, Pipe	
Galvanized Sheet or Coils	

SECTION FIVE – CARGO CHARGES

DEFINITIONS

ITEM 500

Free Time: The specific period of time allowed for the accumulation or removal of cargo before Wharf Demurrage charges or Terminal Storage charges become applicable, however, no Free Time will be allowed on diverted cargo, on cargo which is handled at the Port and does not move across the piers from or to a vessel and on cargo which is placed in storage in Warehouse "A", the long-term storage facility.

Wharf Demurrage: This is a charge assessed against cargo remaining on the pier after expiration of the Free Time period for which no advance storage arrangements have been made.

Terminal Storage: The service of providing warehouse or other terminal space for the storing of either inbound or outbound cargo when advance storage arrangements have been made.

FREE TIME

ITEM 505

OUTBOUND CARGO

Outbound Cargo Held in Transit Shed or Under Cover:

Twenty (20) calendar days will be allowed prior to actual arrival of vessel, including Saturdays, Sundays and Holidays. Time will be computed from the first 7:00 A.M. after receipt of cargo.

Outbound Cargo Held Outside:

Forty-five (45) calendar days will be allowed prior to actual arrival of vessel, including Saturdays, Sundays and Holidays. Time will be computed from the first 7:00 A.M. after receipt of cargo.

INBOUND CARGO

Inbound Cargo Held in Transit Shed or Under Cover:

Ten (10) calendar days will be allowed on inbound cargo starting from the first 7:00 A.M. after completion of discharge of vessel, including Saturdays, Sundays and Holidays.

SECTION FIVE – CARGO CHARGES (CONT'D)

FREE TIME (CONT'D)	ITEM 505
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INBOUND CARGO (CONT'D)

Inbound Cargo Held Outside:

Ten (10) calendar days will be allowed on inbound cargo starting from the first 7:00 A.M. after completion of discharge of vessel, including Saturdays, Sundays and Holidays.

Inbound Cargo Held Outside:

Thirty (30) calendar days will be allowed on inbound cargo, single Bill of Lading, exceeding One Thousand Five Hundred (1,500) Net Tons and will be computed starting from the first 7:00 A.M. after completion of discharge of vessel, including Saturdays, Sundays and Holidays.

In the event the party entitled to possession thereof should make application for delivery of the cargo, or portion thereof, during the Free Time period and the Terminal Operator should be unable for any reason to make available to the party entitled to possession thereof such cargo or portion thereof, the Free Time shall be extended for a period equal to the duration of the Terminal Operator's inability to make the cargo available.

Cargo not moved from the pier within the Free Time period may at any time thereafter, and at the option of the Terminal Operator, be placed in public storage and the risk and expense thereof will be for the account of the goods; and all such charges shall constitute a lien against the goods.

RESPONSIBILITY FOR DEMURRAGE CHARGES	ITEM 510
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The Terminal Operator may order cars and/or trucks for loading or unloading as a matter of convenience, but shall not be liable for any delay or failure of truck, rail or waterborne carriers to perform.

Failure to clear entire quantity of cargo on any Bill of Lading prior to termination of Free Time period will not relieve consignee or his agent from assessment of Wharf Demurrage charges on balance of cargo on dock.

The owner of inbound cargo and the owner of outbound cargo will be liable for the payment of all Wharf Demurrage which may accrue, except when steamship carrier fails to lift outbound cargo as scheduled, it shall be liable for Wharf Demurrage charges.

Any adjustments or proration of Wharf Demurrage charges are a matter to be settled between the consignee/shipper, his freight forwarder, customs broker or agent.

SECTION FIVE – CARGO CHARGES (CONT'D)

WHARF DEMURRAGE

ITEM 515

INBOUND AND OUTBOUND CARGO

\$1.50/metric ton per month or fraction thereof after the expiration of free time, the rate to be pro-rated the month the cargo is placed in storage and due the first of each subsequent month. Fees shall be based on cargo in storage on the 11th day after vessel departure and the first of each subsequent month.

Wheeled vehicles shall be charged at the rate of Five Dollars per vehicle per day whether stored inside or outside.

Wharf Demurrage for cargo stored outside shall be the same as for inside storage.

NOTE: For purposes of computing Wharf Demurrage, the above periods shall include Saturdays, Sundays, and Holidays.

TERMINAL STORAGE

ITEM 525

Arrangements for Terminal Storage shall be made in advance with the Terminal Operator, and shall always be subject to availability of space. The use of transit sheds for storage must never interfere with the required availability of the transit sheds for "in transit" cargo movement or the efficient use of the docks.

The use of said shed for storage shall be subject to the President's rules and direction in all matters relating to use of facilities, storage, method, damage to building or cargo, liability for stored cargo, and such other matters as he deems essential for the efficient operation of the Port. The Port Authority shall not be responsible for loss resulting from fire, theft, damage, or from any other source, to cargo or to any person, firm, or corporation using said facilities.

Terminal Storage rates are established by the Port Authority and are based on a thirty (30) day period or fraction thereof, unless specifically stated otherwise.

Inside Terminal Storage of all steel products shall be assessed at the rate of One Dollar and Fifty Cents (\$1.50) per Metric (2,204.6 Pounds) Ton per thirty (30) day period or fraction thereof.

SECTION FIVE – CARGO CHARGES (CONT'D)

TERMINAL STORAGE (CONT'D)

ITEM 525

Outside Terminal Storage of all steel products shall be assessed at the rate of Seventy-Five Cents (\$.75) per Metric (2,204.6 Pounds) Ton per thirty (30) day period or fraction thereof.

Outside Terminal Storage of all bulk products shall be assessed at the rate of Fifty Cents (\$.50) per Metric (2,204.6 Pounds) Ton per thirty (30) day period or fraction thereof.

Terminal Storage rates on all other commodities are available upon request.

COLLECTION OF DEMURRAGE AND STORAGE CHARGES

ITEM 530

All Terminal Storage charges and Wharf Demurrage charges shall be assessed and collected by the Terminal Operator before the goods are released as per the Addendum to Port of Cleveland Tariff No. 1-B FMC-T 1-B.

RAIL CAR/TRUCK LOADING AND UNLOADING

ITEM 535

The Port Authority performs no stevedoring, checking or transfer of cargo, and does not accept custody of merchandise. These services and responsibility are provided through approved Terminal Operators, the names of which are listed in Item 320 and Item 540.

Charges for rail car/truck loading and unloading are set forth in the separate Tariff of the Terminal Operators.

TERMINAL OPERATORS TARIFF

ITEM 540

Rates of the Port of Cleveland Marine Terminal Operators are published separately. Copies of this Tariff will be made available on request to the Terminal Operator listed below.

Federal Marine Terminals
775 Erieside Avenue
Cleveland, Ohio 44114

SECTION SIX – MISCELLANEOUS CHARGES

ELECTRIC POWER	ITEM 600
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Electric power will be supplied by the Terminal Operator. All electric power connections are subject to approval by the Port Authority.

LIGHTS	ITEM 605
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All transit sheds are provided with lighting. All wharves are provided with floodlights.

FRESH WATER	ITEM 610
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Fresh water will be supplied by the Terminal Operator. All fresh water connections are subject to approval by the Port Authority.

The cost of the fresh water will be charged by the Port Authority to the Terminal Operator at the rate of Two Dollars (\$2.00) per Metric (2,204.6 Pounds) Ton.

NOTE: No connection shall be made to fire hydrants, fire hoses or hose lines for fresh water service.

HEAVY LIFT CHARGES	ITEM 615
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NEW RATES-Effective July 1, 2011

Weight	New Rate per Metric Ton	Old Rate per Metric Ton
40,000–60,000 lbs.	\$500/hr + \$1.00/mt	\$2.55
60-70,000	500/hr + \$1.00	2.90
70-80,000	500/hr + \$1.00	3.20
80-100,000	500/hr + \$1.00	3.50
100-120,000	500/hr + \$1.00	3.75
120-140,000	500/hr + \$1.00	4.30
140-160,000	500/hr + \$1.00	4.80
160-200,000	500/hr + \$1.00	5.85
200-250,000	500/hr + \$1.00	6.10
250-300,000	500/hr + \$1.00	6.40

The above charges per Metric (2,204.6 Pounds) Ton apply for each cargo movement.

A minimum charge of one hour will be applicable for each lift, in addition to the charge for the weight of each lift.

SECTION SIX – MISCELLANEOUS CHARGES (CONT'D)

HEAVY LIFT CRANE REGULATIONS

ITEM 620

The Terminal Operator shall hire at its own cost and expense, qualified and competent crane operators holding a currently valid Heavy Lift Crane Operator's license issued by the Port Authority.

The Terminal Operator shall provide all necessary stevedoring services, stevedore gangs, hoisting gear (other than that permanently affixed to the crane) and any other labor or material necessary for the operation of said crane in a safe and careful manner.

A request in advance for any use of the crane shall be filed with the Port Authority during business hours of the day preceding its use. In the event the use occurs on a Saturday, Sunday or Holiday, the notice shall be not later than 5:00 P.M. the Friday preceding, on the forms supplied. Operation of the crane shall require the attendance of the Port Maintenance Foreman, the cost of which shall be borne by the Terminal Operator using the crane.

Telephone requests for the use of the crane will be honored by the Port Authority, if accompanied by full information, and if time does not permit formal application.

The Port Authority will immediately advise if the crane is out of service and/or not available due to prior scheduling. The scheduling, in case of conflict, rests solely with the Port Authority.

All lifts are to be reported as to vessel, weight, billing, main or auxiliary and total time the crane is and/or estimated to be in use.

All Tariff items are to be paid under Item 615.

The Terminal Operators are to file with the Port Authority those crane operators eligible for a valid Heavy Lift Crane Operator's license. The Port Authority shall have the exclusive authority to license, reject, examine and/or revoke any previously issued license for any cause, including infraction of the rules.

Each operator shall be responsible for the operation of the crane and shall follow the posted instructions issued by the Port Authority, and the instruction manual supplied by the American Hoist Derrick Company and posted in the Crane Operator's Cab. The crane operator shall obtain the key from the Port Authority prior to use and upon notification of confirmation. He shall return same with the appropriate copy of the request, with a notation as to performance of the facility after each usage.

SECTION SIX – MISCELLANEOUS CHARGES (CONT'D)

HEAVY LIFT CRANE REGULATIONS (CONT'D)

ITEM 620

The Port Authority may post such detailed instructions as to the operation of the crane in the Hoist House which shall be considered part of the published rules and regulations.

The Heavy Lift crane has the following maximum weight limitations:

<u>MAXIMUM WEIGHT ON MAIN BLOCK</u>		<u>MAXIMUM RADIUS</u>
300,000 Pounds	at	65 Feet
268,000 Pounds	at	70 Feet
244,000 Pounds	at	75 Feet
220,000 Pounds	at	80 Feet
200,000 Pounds	at	85 Feet

WATCHMEN

ITEM 625

The Port Authority shall furnish outer perimeter and main gate security only for the Port of Cleveland.

BUNKERING AND SHIP STORES

ITEM 630

Truck/barge deliveries may be made at all docks upon prior application to the Terminal Operator who shall designate when and where deliveries may be made. No deliveries will be allowed which will be in conflict with any insurance, fire or Port security regulations.

SPACE RENTALS

ITEM 635

To the extent space is available the Port Authority will make available the following at the charges set forth:

Office Space in Transit Sheds – Ten Dollars (\$10.00) per Square Foot per year.

Office Space for Checkers – Subject to negotiation.

Gear Rooms in Transit Sheds – Subject to negotiation.

Open Areas on Piers – Subject to negotiation.

Open Areas in Backup Land – Subject to negotiation.

SECTION SIX – MISCELLANEOUS CHARGES (CONT'D)

REFUSE REMOVAL

ITEM 640

MARPOL

Annex I

Under Annex I of the International Convention for the Prevention of Pollution from Ships (MARPOL), a vessel desiring to discharge oily wastes shall arrange the discharge with a company approved by the Captain of the Port, United States Coast Guard. All inquiries regarding approved companies should be directed to the Captain of the Port, United States Coast Guard. Discharge operations shall be reported to the Chief Engineer of the Port Authority and the Terminal Operator in charge prior to the actual discharge.

Annex V

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL), 73/78 and the United States Coast Guard's Implementing Regulations (33 CFR, parts 151, 158) require that reception facilities be available for those vessels which have indicated, in advance, the need to dispose of ship generated garbage.

In order to accommodate the needs of shipping and commerce through the Port of Cleveland, the Port Authority has filed an Application for a Certificate of Adequacy with the Captain of the Port, United States Coast Guard, for garbage reception facilities. The Terminal Operator shall provide, upon request, the reception facilities which meet the requirements contained in the appropriate regulations. The Terminal Operator shall require a twenty-four (24) hour notice of vessel's intent to discharge garbage at any public terminal facility within the Port of Cleveland so as not to cause any undue delay to vessels.

Reception facilities for food, plant, meat and other potentially infectious waste shall be provided by the Terminal Operator, when requested by the vessel, in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94. These regulated food wastes must be handled at a facility approved by the Animal and Plant Health Inspection Service (APHIS). A listing of approved transporters and treatment facilities is available from the Operations Manager of the Port Authority.

The Terminal Operator shall provide the necessary reception facilities, when requested to do so, for other than Animal and Plant Health Inspection Service (APHIS) regulated garbage from any commercial, full service solid waste firm. Inquiries regarding facilities available for disposal of materials covered by Annex V may be directed to the Operations Manager of the Port Authority.

SECTION SIX – MISCELLANEOUS CHARGES (CONT'D)

FACILITY SECURITY CHARGES

ITEM 645

A Facility Security Charge shall be assessed in an amount up to \$30/hour, for two guards, or up to \$15.00/hour, for one guard, as applicable under the Port Facility Security Plan, as may be amended from time to time, for every hour that a vessel is alongside the berth, plus one hour prior to and one hour after departure.

SCALE USAGE CHARGE

ITEM 650

A weighing charge of Three Dollars (\$3.00) per truck will be assessed on all trucks requiring such service. This charge includes a light weigh and/or a heavy weigh of the truck.

The Terminal Operator shall hire, at its own cost and expense, qualified and competent scale operators.

Usage of the Port scale shall be reported by the Terminal Operator to the Port Authority on a monthly basis by the fifteenth (15th) of the following month.

ADDENDUM TO PORT OF CLEVELAND TARIFF NO. 1-B FMC-T 1-B

TERMS AND CONDITIONS FOR TERMINAL OPERATORS

The following terms and conditions are hereby established for all Terminal Operators at the Port of Cleveland.

- (1.) Use of the Cleveland-Cuyahoga County Port Authority property, facilities, and buildings by a Terminal Operator shall be for the handling of International Waterborne Commerce only. Any other use shall be subject to the prior written approval of the President of the Cleveland-Cuyahoga County Port Authority.
- (2.) The Cleveland-Cuyahoga County Port Authority shall assign berth(s) to be used by each Terminal Operator.
- (3.) Each Terminal Operator shall procure and maintain insurance of the following types with the limits indicated:
 - (a) Comprehensive General Contractual and Automobile Liability insurance, including Independent Contractors Coverage, Blanket Contractual Coverage, Comprehensive General Liability Broadening Endorsement, Waiver of Subrogation Endorsement, and Contractual Liability insurance against liability assumed hereinafter with limits of Five Million Dollars (\$5,000,000.00) for bodily injury or death and One Million Dollars (\$1,000,000.00) property damage.
 - (b) Workers' Compensation and Employer's Liability insurance with limits of Five Million Dollars (\$5,000,000.00) for longshoremen and One Million Dollars (\$1,000,000) for other persons.
 - (c) Contractors All Risk insurance on the Heavy Lift crane ("Buckeye Booster"), including coverage for boom damage, in the amount of Five Hundred Thousand Dollars (\$500,000.00).
 - (d) Terminal Operator's Liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00).

Each Terminal Operator shall furnish to the Cleveland-Cuyahoga County Port Authority Certificates evidencing such insurance coverage naming the Cleveland-Cuyahoga County Port Authority and the City of Cleveland as additional insureds. The Cleveland-Cuyahoga County Port Authority shall receive sixty (60) days advance written notice of any material change or cancellation of such insurance.

- (4.) Each Terminal Operator hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the Terminal Operator or otherwise, and to all property caused by, resulting from, arising out of, or occurring in connection with such Terminal Operator's negligent occupation or use of the premises; and if any claims for such damage or injury (including death resulting therefrom) be made or asserted (provided, however, that such claims are not based upon the sole or concurrent, active, negligent participation of the Cleveland-Cuyahoga County Port Authority), each Terminal Operator agrees to indemnify and save harmless the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, and employees from and against any and all such claims, and further from and against any and all losses, costs, expenses, liabilities, damages, or injuries, including legal fees and disbursements, that the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, or employees may directly or indirectly sustain, suffer, or incur as a result thereof and each Terminal Operator shall and does hereby assume, on behalf of the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, and employees, the defense of any action at law or in equity which may be brought against the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, or employees upon or by reason of such claims and to pay on behalf of the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, and employees, upon its demand, the amount of any judgment that may be entered against the Cleveland-Cuyahoga County Port Authority, its officers, agents, servants, or employees in any such action.

Each Terminal Operator shall and does hereby indemnify and hold harmless the Cleveland-Cuyahoga County Port Authority from all losses, claims, demands, damages, causes of action, or expenses arising from or claimed to have arisen from such Terminal Operator's negligent occupation or use of the premises or any activity of such Terminal Operator related thereto, and to take over and assume the defense of such losses, claims, demands, damages, causes of action, or expenses are due or claimed to be due to the negligence or other acts or omissions of such Terminal Operator, any contractors, subcontractors, employees, agents, invitees, or licensees of such Terminal Operator (provided, however, that such losses, claims, demands, damages, causes of action, or expenses are not based upon the sole or concurrent, active, negligent participation of the said Cleveland-Cuyahoga County Port Authority).

In any and all claims against the Cleveland-Cuyahoga County Port Authority or any of its agents or employees by any employee of a Terminal Operator, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this item shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Terminal Operator under Workers' Compensation acts, disability acts, or other employee benefit acts.

- (5.) Each Terminal Operator shall invoice, collect and be liable for all Wharfage, Dockage and Heavy Lift service charges due from its customers and shall pay the same at its own cost and expense if it fails to collect such charges from such customers.
- (a) Each Terminal Operator shall pay all such charges in full to the Cleveland-Cuyahoga county Port Authority within thirty (30) days after the date of the invoice for such charges.
 - (b) Vessels, their owners, agents and Masters, and all other users of the facilities, shall be required to permit access to Manifests of cargo, railroad and motor carrier documents, and all other documents for the purpose of audit for ascertaining the correctness of reports filed.
 - (c) The Cleveland-Cuyahoga County Port Authority shall have the right to undertake collection of any such charges which were not collected by the Terminal Operator responsible for the same for the Cleveland-Cuyahoga County Port Authority's own account if the Cleveland-Cuyahoga County Port Authority, in its sole discretion, determines that it is desirable to do so. The exercise of such right by the Cleveland-Cuyahoga County Port Authority shall not waive the Cleveland-Cuyahoga County Port Authority's right to collect such charges from the Terminal Operator nor release the Terminal Operator from its liability therefor.
- (6.) Each Terminal Operator shall invoice, collect and be liable for all Terminal Storage charges and Wharf Demurrage charges due from its customers, and shall pay the same at its own cost and expense if it fails to collect such charges from such customers.

Terminal Storage rates are established by the Cleveland-Cuyahoga County Port Authority and are based on a thirty (30) day period or fraction thereof, unless specifically stated otherwise.

The use of transit sheds for storage shall be subject to the President's rules and directions in writing on all matters relating to the use of facilities, storage, method, damage to buildings or cargo, liability for stored cargo, and such other matters as he deems essential for the efficient operation of the Port.

- (a) Each Terminal Operator shall remit such charges due to the Cleveland-Cuyahoga County Port Authority within thirty (30) days after the date of the invoice for such charges.
- (b) The Terminal Operator shall furnish the Cleveland-Cuyahoga County Port Authority with a copy of each invoice for such charges.

- (c) The Cleveland-Cuyahoga County Port Authority shall have the right to undertake collection of any such charges with were not collected by the Terminal Operator for the Cleveland-Cuyahoga County Port Authority's own account if the Cleveland-Cuyahoga County Port Authority, in its sole discretion, determines that it is desirable to do so. The exercise of such right by the Cleveland-Cuyahoga County Port Authority shall not waive the Cleveland-Cuyahoga County Port Authority's right to collect such charges from the Terminal Operator nor release the Terminal Operator from the liability therefor.
- (7.) The Cleveland-Cuyahoga County Port Authority shall furnish outer perimeter and main gate security only for the Port of Cleveland. Any additional security desired by the Terminal Operator shall be furnished by the Terminal Operator at its own cost and expense.
- (8.) Each Terminal Operator shall be responsible for and shall pay the Cleveland-Cuyahoga County Port Authority the cost and expense of repairing all damage to the property, facilities, buildings, fixtures, and equipment of the Cleveland-Cuyahoga County Port Authority caused by the Terminal Operator, its agents, employees, assignees, or contractors. All damage to the property, facilities, buildings, fixtures, and equipment of the Cleveland-Cuyahoga County Port Authority occupied or used by the Terminal Operator shall be deemed to have been caused by such Terminal Operator.

The Terminal Operator shall notify the Cleveland-Cuyahoga County Port Authority by written notice of all damage to property, facilities, buildings, fixtures, and equipment of the Cleveland-Cuyahoga County Port Authority caused by it or its agents, employees, assignees, or contractors.

If the Terminal Operator involved fails to repair said damage promptly after written notice to do so from the Cleveland-Cuyahoga County Port Authority, the damage shall be repaired by the Cleveland-Cuyahoga County Port Authority and all cost and expense of such repair, plus ten percent (10%) to cover any bidding specifications, in-house engineering and supervision that may be required, shall be billed to the Terminal Operator involved. Such Terminal Operator shall pay any such bill promptly upon its receipt.

- (9.) Each Terminal Operator shall be responsible for the cleaning of and for the repairing (not to include exterior painting and roofing) of normal wear and tear to the property, facilities, buildings, fixtures, and equipment of the Cleveland-Cuyahoga County Port Authority occupied or used by it. If a Terminal Operator fails to clean and repair normal wear and tear to such property, facilities, buildings, fixtures, and equipment within thrity (30) days after written notice to do so from the Cleveland-Cuyahoga County Port Authority, the Cleveland-Cuyahoga County Port Authority may have such cleaning and repairing performed and may bill the cost and expense thereof to

such Terminal Operator. Such Terminal Operator shall pay any such bill promptly upon its receipt.

The Cleveland-Cuyahoga County Port Authority shall be responsible only for cleaning public roadways, parking areas, and similar public areas.

- (10.) The Cleveland-Cuyahoga County Port Authority shall be responsible for major structural repairs (including repairs and/or replacement of a roof, if necessary) not made the responsibility of the Terminal Operator under Paragraph (9).
- (11.) For all the premises of the Cleveland-Cuyahoga County Port Authority occupied or used by it, each Terminal Operator shall furnish the following at its own cost and expense.
 - (a) All janitorial service, soap, towels, germicides, and toilet paper.
 - (b) All water and sewer utilities and all ship water services.
 - (c) All electrical utilities and bulbs, ballasts, and like equipment.
 - (d) All natural gas utilities.
 - (e) All rodent extermination and pest extermination services.
 - (f) All fire extinguisher inspections and sprinkler inspections.
 - (g) Replacements for any missing fixtures or equipment, such as fire extinguishers, light fixtures, etc.

The Cleveland-Cuyahoga County Port Authority shall provide monitored fire alarm/water overflow protection systems on all the premises of the Cleveland-Cuyahoga County Port Authority. Each Terminal Operator shall pay the cost and expense of providing such services to the premises occupied by its promptly upon receipt of a bill therefor from the Cleveland-Cuyahoga County Port Authority.

- (12.) Each Terminal Operator shall consent to and be bound by all applicable provisions of the Port of Cleveland Tariff No. 1-B and the Addendum thereto, as amended from time to time.
- (13.) The Cleveland-Cuyahoga County Port Authority, in its sole discretion, may terminate any Terminal Operator's use of the premises of the Cleveland-Cuyahoga County Port Authority if such Terminal Operator does not cure any failure to comply with the terms and conditions or with the provisions of the Port of Cleveland Tariff No. 1-B and the Addendum thereto to the satisfaction of the Cleveland-Cuyahoga County Port Authority within thirty (30) days after the Cleveland-Cuyahoga County Port Authority gives written notice of such failure to such Terminal Operator.