

PORT OF RICHMOND

Terminal Tariff 1

Containing: Rates and Charges AND Rules and Regulations
Applicable at Facilities of the

PORT OF RICHMOND

(A Department of the City of Richmond)

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PORT OF RICHMOND
TARIFF NO. 1
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Port Terminal Tariff 1-A

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SECTION ONE – DEFINITIONS

102...AGENT OR VESSEL AGENT (Effective Oct. 1, 2009)

The party or entity which submits the application for berth.

104...APRON, APRON WHARF, WHARF APRON (Effective Oct. 1, 2009)

That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.

106...ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective Oct. 1, 2009)

The date and time at which a vessel arrives at the Port of Richmond and is moored at her berth.

108...BERTH (Effective Oct. 1, 2009)

The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.

110...BONDED STORAGE (Effective Oct. 1, 2009)

Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.

112...CHECKING (Effective Oct. 1, 2009)

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

114...CONTAINERS (Effective Oct. 1, 2009)

A standard (I.S.O.) seagoing container 20 feet in length or over.

114a...CONTAINER POINT-OF-REST (Effective Oct. 1, 2009)

Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Richmond.

114b...HANDLING OF CONTAINERS (Effective Oct. 1, 2009)

General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Richmond facilities.

114c...INTERIM PARKING AREA (Effective Oct. 1, 2009)

The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Richmond will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.

114d...MARSHALING YARD (Effective Oct. 1, 2009)

The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Richmond's marine terminal.

114e...RECEIVING OR DELIVERING CONTAINER (Effective Oct. 1, 2009)

The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Richmond from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest.

Under the term "receiving or delivering container," the Port of Richmond will, by use of its own mechanical equipment, perform the necessary interim functions to effect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.

114f...RE-HANDLING CONTAINER (Effective Oct. 1, 2009)

The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.

114g...RELOCATION OF EMPTY CONTAINER (Effective Oct. 1, 2009)

The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.

114h...SEGREGATION OF CONTAINER (Effective Oct. 1, 2009)

The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.

114i...RECEIVING OF CONTAINER - FROM INLAND CARRIER (Effective Oct. 1, 2009)

Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Richmond with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Richmond in the marshaling yard at a point-of-rest awaiting movement to the vessel. When so requested, the Port of Richmond will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.

114j...RECEIVING OF CONTAINER- HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT (Effective Oct. 1, 2009)

Seagoing containers having damage or variances which may impede normal movement with the Port of Richmond's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.

114k...DELIVERY OF CONTAINER TO INLAND CARRIER (Effective Oct. 1, 2009)

The Port of Richmond will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Richmond. When so requested by the vessel and/or its authorized agent, the Port of Richmond, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).

114l...TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES (Effective Oct. 1, 2009)

Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Richmond will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Richmond.

114m...CONTAINERS LOADED IN EXCESS OF RATED CAPACITY (Effective Oct. 1, 2009)

The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Richmond will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Richmond transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.

114n...CHARGES FOR CONTAINER SERVICES DURING OTHER-THAN-NORMAL WORKING HOURS (Effective Oct. 1, 2009)

Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEMS 354 and 237 of this Tariff.

Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Richmond at time other than recognized work hours or days, subject to the following charges or conditions:

One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.

114o...FREE TIME - IMPORT CONTAINERIZED TRAFFIC (Effective Oct. 1, 2009)

The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:

Import Traffic	30 days
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On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

114p...FREE TIME - EXPORT CONTAINERIZED TRAFFIC (Effective Oct. 1, 2009)

The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:

Export Traffic	30 days
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A) LCL TRAFFIC: Upon the request of the export shipper or its agent to the Port of Richmond, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.

B) FCL TRAFFIC: On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Richmond, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

C) Upon request of the export shipper or its agent to the Port of Richmond, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).

D) On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Richmond for ultimate shipment by waterborne transportation may be granted an exemption from ITEM 208e of this Tariff, provided such charge is waived by the Port Director.

E) On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

116...DAY (Effective Oct. 1, 2009)

A consecutive 24-hour period or fraction thereof.

118...DOCKAGE (Effective Oct. 1, 2009)

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

120...END OF SHIP'S TACKLE (Effective Oct. 1, 2009)

Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.

122...FREE TIME (Effective Oct. 1, 2009)

The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.

124...FREIGHT HANDLER (Effective Oct. 1, 2009)

As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.

126...GRT/LOA (Effective Oct. 1, 2009)

Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.

128...HANDLING (Effective Oct. 1, 2009)

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

130...HARBOR FEE (Effective Oct. 1, 2009)

The charge assessed against a vessel for use of the harbor and waterways of the port.

132...HEAVY LIFT (Effective Oct. 1, 2009)

The service of providing heavy lift cranes or equipment for lifting cargo.

134...HEAVY LIFT CARGO (Effective Oct. 1, 2009)

A single unit of cargo exceeding a weight of 75,000 pounds.

136...LINER SERVICE (Effective Oct. 1, 2009)

Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.

138...LOADING OR UNLOADING (Effective Oct. 1, 2009)

The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.

140...MARGINAL TRACKS (Effective Oct. 1, 2009)

Railroad tracks on the wharf apron within reach of ship's tackle.

142...POINT OF REST (Effective Oct. 1, 2009)

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

144...PORT DIRECTOR (Effective Oct. 1, 2009)

As used in this tariff, the term port director includes the port director's duly-authorized representative.

146...PORT OF RICHMOND (Effective Oct. 1, 2009)

As used in this tariff, the term Port of Richmond includes, when applicable, the City of Richmond as the port's parent agency and/or the Port of Richmond Commission as the port's governing body.

148...SAILING DATE; DATE OF SAILING; DEPARTURE DATE (Effective Oct. 1, 2009)

The date and time at which a vessel releases her final mooring line and is underway.

150...SHIPSIDE (Effective Oct. 1, 2009)

The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

151...STEVEDORE (Effective Oct. 1, 2009)

As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152...STORAGE (Effective Aug. 1, 2010)

A charge assessed in advance for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Richmond.

154...STORAGE PERIOD (Effective Oct. 1, 2009)

A period of storage based on each 30 days or fraction thereof unless otherwise specified.

156...SWITCHING (Effective Oct. 1, 2009)

A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.

158...TERMINAL STORAGE (Effective Oct. 1, 2009)

The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

160...TON (Effective Oct. 1, 2009)

Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.

162...UNITIZED CARGO (Effective Oct. 1, 2009)

Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.

164...USER (Effective Oct. 1, 2009)

A user of the terminal facilities owned, leased, and/or controlled by the Port of Richmond shall include any vessel, consignor, consignee, beneficial owner of cargo, stevedore firm, or other person: (1) who uses any Port of Richmond properties, facilities or equipments; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Richmond at the port; or (3) who owns or has custody of cargo moving over the port.

166...VESSEL (Effective Oct. 1, 2009)

Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.

168...VOLUME RATES (Effective Oct. 1, 2009)

Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.

170...WHARF OR WHARVES (Effective Oct. 1, 2009)

Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.

172...WHARF DEMURRAGE (Effective Oct. 1, 2009)

A charge assessed against cargo remaining in or on terminal facilities after the expiration of freetime unless arrangements have been made for storage.

174...WHARFAGE (Effective Oct. 1, 2009)

A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

**190...EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF
(Effective Dec. 15, 2006)**

\$	Dollars
%	Percent
BBL	Barrel
(C)	Change in wording resulting in neither an increase nor reduction in charges
Cont'd	Continued
Cu. Ft.	Cubic feet
CWT	Hundredweight
DHS	U.S. Department of Homeland Security
ETA	Estimated time of arrival
ETD	Estimated time of departure
FDLE	Florida Department of Law Enforcement
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross registered ton
GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
(I)	Increase in rate
ISO	International Standardization Organization
LBS	Pounds
LOA	Length overall
MIN	Minimum
MISC	Miscellaneous
MFB	Thousand board feet
MT	Metric ton
(N)	New item or addition
NO	Number
NOS	Not otherwise specified
O/T	Other than
(R)	Reduction in rate
SFTB	Southern Freight Traffic Bureau
Sq. Ft.	Square Feet
UFC	Uniform freight classification
USCG	United States Coast Guard
Wt	Weight

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192... METRIC CONVERSION TABLES (Effective Oct. 1, 2009)

TO FIND	GIVEN	MULTIPLY
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.1016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons	Tons by 1.133
Measurement Tons	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFB's	MFB's by 2.359
MFB's	Cubic Meters	Cubic Meters by 0.424

194...METRIC EQUIVALENTS (Effective Oct. 1, 2009)

- 1 Kilo = 2.2046 Pounds
- 2 Metric Ton = 1,000 Kilos
- 1 Pound = 0.4536 Kilos
- 1 CWT (US - 100 Pounds) = 45.359 Kilos or 0.04536 Metric Tons
- 1 CWT (British - 112 Pounds) = 50.802 Kilos or 0.0508 Metric Tons
- 1 Bushel Grain (US - 60 Pounds) = 27.216 Kilos
- 1 Cubic Meter = 35.315 Cubic Feet
- 1 Cubic Foot = 0.0283168 Cubic Meters
- 1,000 Feet, Board Measure = 83.333 Cubic Feet
- 1 Cubic Meter = 423.792 Feet, Board Measure
- 1 Barrel (US - 42 Gallons) = 158.987 Liters

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Port Terminal Tariff 1

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a...ACCESS - TO HARBOR (Effective Oct. 1, 2009)

Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Richmond when, in his discretion, such refusal shall be in the best interest of the Port of Richmond.

200b...ACCESS - TO PORT PROPERTY (Effective October 1, 2009)

The Port of Richmond is designated as a "Secure Area," which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad right-of-ways, and roadways which are owned, controlled or operated by the Port. In effect, the "Secure Area" is all property west of the main entrance to the port located.

Access Control Policies for the Port of Richmond are developed in accordance with Virginia Statute ____, federal guidelines, and any amendments to these laws. The Port of Richmond Seaport Security Plan establishes all guidelines for access to the "Restricted Area." This plan is maintained by the Seaport Security Administrator.

All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.

"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and, construction contractors.

It shall be unlawful for any person or firm to conduct or carry on any business activity on Port of Richmond property without first obtaining the necessary licenses from the City of Richmond.

TWIC & TWIC ESCORT POLICY (N)

In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Richmond facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Badging Office.

Escorts by Port of Richmond personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$30.00 per hour (or part) with a minimum charge of \$30.00 per individual escort. The Port of Richmond makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Richmond will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Richmond from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Richmond property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY

Vehicular Access Control procedures are outlined in the Port of Richmond Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at owner's' expense. All vehicles entering upon Port property are subject to search.

No owner or driver of any automobile, truck, trailer or other vehicle shall allow same to remain parked on any wharf, apron or dock, parking lot or in any approach to same, for a period longer than reasonably necessary to load or unload cargo or passengers.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

PROHIBITED ITEMS

Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type, or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority. EXCEPT: Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property.

200c...ACCESS - TO RECORDS (Effective Oct. 1, 2009)

All users of the Port of Richmond facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Richmond or its staff in carrying out official duties.

201...ADMINISTRATION (Effective Oct. 1, 2009)

The administration, operation, maintenance and development of the Port of Richmond are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.

202...

203...ANCHORAGE, TURNING BASIN AND CHANNEL (Effective Oct. 1, 2009)

No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Richmond, except in cases of emergency.

205...BERTH - APPLICATION FOR (Effective Oct. 1, 2009)

No vessel shall enter the Port of Richmond until such time as the vessel has received authorization from the Port Director.

The Port of Richmond requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Richmond.

As part of its application for berth, the vessel, its owners or agents shall advise the Port of Richmond of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage.

Any vessel desiring a berth at the Port of Richmond shall, as far in advance as practical, but not less than 72 hours prior to the time of docking, make application to the Port Director for a berth; specifying the date and time of arrival, sailing date, and the nature and quantity of cargo, if any, to be handled. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).

Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth.

All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis.

At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges.

Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge.

Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities.

The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition. No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements.

ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.

206...CARE, CUSTODY AND CONTROL (Effective August 1, 2010)

The Port of Richmond does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage. All cargo, ship's supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.

208a...CARGO- ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS (Effective Oct. 1, 2009)

Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Richmond, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Richmond by rail.

It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Richmond and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.

208b...CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING (Effective Oct. 1, 2009)

The Port of Richmond does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Richmond. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Richmond terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM 209).

208c...CARGO- HANDLING, RECEIPT AND DELIVERY (Effective Oct. 1, 2009)

Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pickup for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Richmond and selected by the shipper, consignee or vessel.

Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff, may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler.

208d...CARGO – HEAVY LIFT (Effective Oct. 1, 2009)

Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.

208e...CARGO – NON-WATERBORNE (Effective Oct. 1, 2009)

Cargo delivered to the Port of Richmond by any means of conveyance other than waterborne transportation and placed in or on Port of Richmond-owned or operated land or facilities, which is not re-shipped from the Port of Richmond by waterborne transportation will be assessed wharfage, handling and storage charges.

208f...CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT (Effective Oct. 1, 2009)

Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.

208g...CARGO - RESPONSIBILITY FOR (Effective Oct. 1, 2009)

Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier.

Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.

208h...CARGO – SCHEDULING MOVEMENT THROUGH THE PORT (Effective Oct. 1, 2009)

All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a).

No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a "care-of" agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.

All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney's fees and court costs.

208i...CARGO - DISPOSITION OF UNDELIVERED (Effective Oct. 1, 2009)

The Port of Richmond shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Richmond reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Richmond shall:

- 1) Give notice by registered or certified mail to the person last known by the Port of Richmond to claim an interest in the cargo, goods, or other personal property.
 - a) Said notice shall include a description of the goods, a statement of the claim, a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period.
- 2) Satisfy its lien from the proceeds of the sale.

209...CARGO STATEMENT REQUIRED (Effective Oct. 1, 2009)

The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Richmond within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Richmond may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.

210...CARGO STATEMENT/SHIPS' MANIFESTS (Effective Oct. 1, 2009)

All vessels, upon arrival, shall report to the Port Director all cargo to be discharged. Such report shall be in the form of copies of ships' manifests or certified statements showing cargo; number of passengers; consignee, and; all other information which the Port of Richmond deems necessary for the compilation of commercial statistics and for their serving of transit shed or wharf space or for other purposes.

All vessels shall, within 4 working days after sailing, report to the Port Director all cargo loaded into such vessels and all passengers embarking. Such reports shall be in the form of copies of the ships' manifests or certified statements and shall show numbers of units, commodities and other information which the Port of Richmond deems necessary for the compilation of commercial statistics or for other purposes.

211...CHANGE OF LOCATION OF VESSELS (Effective Oct. 1, 2009)

Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.

212...CHANGE OF OWNERSHIP (Effective Oct. 1, 2009)

The Port of Richmond reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Richmond for the purpose of invoicing a new owner.

All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.

213...COLLISION (Effective Oct. 1, 2009)

In the event of a collision between two vessels, or between a vessel and any wharf, dock or pier, a written report of such collision shall be furnished to the Port Director by the Master, vessel pilot, owner or agent of said vessel within 24 hours.

214...COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective Oct. 1, 2009)

All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Richmond or the

business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Richmond shall be imposed uniformly against all businesses or industries located or providing services at the Port of Richmond.

If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.

215...CRANE OPERATIONS ON PORT PROPERTY (Effective Oct. 1, 2009)

Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.

Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards.

Except as may be caused by the Port's own negligence, the Port of Richmond shall not be responsible for any damages occasioned as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.

218...DELIVERY ORDERS (Effective Oct. 1, 2009)

All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Richmond. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.

219...DEMURRAGE OR DETENTION (Effective Oct. 1, 2009)

The Port of Richmond is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.

Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars.

Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).

220...DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER (Effective Oct. 1, 2009)

No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Richmond, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction.

Vessels discharging pollutants into the waters of the Port of Richmond will be reported to the U.S. Coast Guard. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharge.

Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate

personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Richmond. Any penalties imposed by the United States of America upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.

All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.

Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.

221a...DOCKAGE - BASIS OF CHARGES (Effective Oct. 1, 2009)

1) Dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted.

2) Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1) of this ITEM, shall be measured at the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel.

3) In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:

Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.

4) When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.

5) Dockage rates are assessed each 24-hour period or fraction thereof.

6) Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

221b...DOCKAGE – DURATION (Effective Oct. 1, 2009)

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.

221c...DOCKAGE – UNAUTHORIZED (Effective Oct. 1, 2009)

Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to 3 times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.

221d...DOCKAGE – VESSELS EXEMPT FROM (Effective Oct. 1, 2009)

At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.

222...DOCK RECEIPTS (Effective Oct. 1, 2009)

At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move.

The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Richmond at the close of each business day.

224...EMERGENCY SHIP MOVEMENT POLICY (Effective Oct. 1, 2009)

TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:

1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel.

2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the US Coast Guard, Florida Marine Patrol and the Port Director. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock.

3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of:

- ☒ a severe petroleum or chemical spill.
- ☒ fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities.
- ☒ vessel in jeopardy due to conditions on shore.

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.

225...Equipment Fee

Crane: \$1.30/Ton
Forklift: \$00.00/Hr.
Truck: \$00.00/Hr.
Trailer: \$00.00/Hr.

226a...FACILITIES – BERTHING (Effective October 1, 2009)

The Port of Richmond has 1584 linear feet of berthing facilities as follows:

Berth	Depth	Length	Use
1	25	528	All Purpose
2	25	528	All Purpose
3	25	528	All Purpose

226b...FACILITIES – BUNKERING (Effective Oct. 1, 2009)

None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.

226c...FACILITIES – DAMAGE TO (Effective Oct. 1, 2009)

All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to immediately notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within 3 working days. The Port of Richmond will acknowledge the reported damages in writing.

Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken in due course with the prior approval of the Port Director. The Port of Richmond reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Richmond, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Richmond shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.

226d...FACILITIES - TRANSIT CARGO SHEDS (Effective October 1, 2009)

The Port of Richmond owns 300,105 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to ITEM 208b and to space availability based on prior commitments, the Port of Richmond assigns general cargo moving through the Port to storage facilities on a first-come-first- served basis.

Warehouse No. 1	100,000 sq. ft.
Warehouse No. 2	100,000 sq. ft.
Warehouse No. 3	100,000 sq. ft.
Open Storage:	34 acres
Total Acreage:	121 acres

228a...FREE TIME - COMPUTATION OF (Effective Oct. 1, 2009)

The free time allowed for assembling shipments of cargo shall commence at 0700 hours on the day after said cargo is received at the terminal facility and it shall terminate at 1859 hours on the final day of free time allowed.

The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).

228b...FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF (Effective Oct. 1, 2009)

Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.

All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.

228c...FREE TIME - CARGO (Effective Oct. 1, 2009)

Except as provided in notes 1) and 2) below, the free time allowed for assembling export cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows (not applicable on Forest Products):

TRAFFIC

1) Import-Export Traffic	30 Days
2) Transshipment Cargo	30 Days

Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.

NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.

On shipments of explosive or obnoxious cargo - if permitted - handled direct from shipside to railcars or trucks, free time as specified herein will not be allowed.

The free time allowed for removing import cargo shall commence at 0700 hours on the day following the day that the vessel completes discharging.

There will be no free time for any cargo not properly booked through the Port Director or Terminal Operator.

230...FUMIGATION REQUIREMENT (Effective Oct. 1, 2009)

Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.

All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whoever has care, custody and control of the cargo.

If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whoever has care, custody and control of the cargo for the cost therefore.

232...GENERAL RESTRICTIONS AND LIMITATIONS (Effective Oct. 1, 2009)

Under application of this Tariff, the Port of Richmond is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.

233...

234...GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective Oct. 1, 2009)

Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Richmond only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Richmond laws, ordinances, rules and regulations.

The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosive, ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Richmond to enable planning for fire protection and security watches necessary for these items.

235...

236...HARBOR SAFETY (Effective Oct. 1, 2009)

1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry or departure in consideration of weather conditions, tidal stage, vessel equipment and time of day.
2. All vessels shall establish radio communication with the Port of Richmond prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Richmond jurisdictional area without the authorization of the Port Director or his duly-authorized representative.
3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations.
4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan.

237...HOLIDAYS – LIST OF (Effective Oct. 1, 2009)

When reference is made in this Tariff to "legal holidays," it means the following days:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King's Birthday	Fourth of July	Friday after Thanksgiving
Veteran's Day	Labor Day	Christmas Day

When any of the above referenced holidays fall on a Sunday, it will be observed on the Monday following. Work on these holidays is by special arrangement only. Other holidays may be observed by the stevedoring companies but are not necessarily observed by the Port of Richmond.

239...

240...INDEMNIFICATION AND HOLD HARMLESS (Effective Oct. 1, 2009)

All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance.

The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on the behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy.

Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).

241a...INSURANCE (Effective Oct. 1, 2009)

All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Workers' Compensation must be provided whether legally required or not and must include Employers Liability coverage of at least \$500,000 each person-accident, \$500,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Richmond shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Richmond shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such

cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read:

City of Richmond
Department of Risk Management
900 E. Broad Street
Richmond, VA 23219

241b...INSURANCE - CARGO (Effective Oct. 1, 2009)

The Port of Richmond does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.

241c...INSURANCE - STEVEDORES AND FREIGHT HANDLERS (Effective Oct. 1, 2009)

Each stevedoring company or freight handler shall furnish evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in this Tariff.

242...James River (Effective Oct. 1, 2009)

Channel dimension:	Newport News to Hopewell:	60 miles – 300 feet wide, 25 feet deep
	Hopewell to Port of Richmond:	18 miles - 200 feet wide, 25 feet deep

243...LEASING OF REAL PROPERTY (Effective Oct. 1, 2009)

Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the with the most recent land appraisals. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.

Leases do not provide for paving, electricity, water, housekeeping services, maintenance, or other improvements to the area rented. These items may be provided for within the individual lease.

All requests to lease space should be directed to the Port Director.

244...LESSEES' AND RENTERS' RESPONSIBILITY (Effective Oct. 1, 2009)

When equipment is rented or leased to others by the Port of Richmond, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Richmond, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Richmond with reference to such matters.

245...LIABILITY: EXCULPATORY PROVISION (Effective Oct. 1, 2009)

No provision or sub-rule in this tariff shall relieve or limit the PORT OF RICHMOND from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Richmond from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).

246...LIABILITY AND PAYMENT OF CHARGES (Effective Oct. 1, 2009)

1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.

2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Richmond reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.

3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Richmond, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.

5. All handling charges will be billed by the applicable terminal operator with payment in full to be remitted to the cargo handler.

6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Richmond billing department within 20 days from the date of invoice or else interest charges will apply.

7. The Port of Richmond reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.

8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.

9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's or Certified Check of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.

10. The Port of Richmond reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

11. The Port of Richmond reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.

247...LOCATION (Effective Oct. 1, 2009)

The Port of Richmond is situated on the James River and is located generally at latitude 37 degrees, 27 feet north, longitude 77 degrees, 25 feet west.

248...LOITERING ON PREMISES (Effective Oct. 1, 2009)

It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Richmond. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.

249...LOSS CONTROL AND SAFETY (Effective Oct. 1, 2009)

All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

254...NORMAL WORKING HOURS (Effective Oct. 1, 2009)

The normal working hours of the Port of Richmond are from 0800 hours to 1200 hours and 1300 hours to 1700 hours, Monday through Friday, holidays excepted.

Cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).

256...OILY WASTE DISPOSAL/SHIPS' WASTE DISPOSAL (Effective October 1, 2009)

Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Richmond for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.

The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Richmond but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Richmond. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR 154.156).

IMC Environmental Services
2000 Trenton Ave., Richmond, Va
Phone: 804-275-5380 or 800-400-9181

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR SHIPS' GARBAGE and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Richmond, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for berth at any facility of the Port of Richmond shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Richmond and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94. Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Richmond but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

**IMC Environmental Services
2000 Trenton Ave., Richmond, Va
Phone: 804-275-5380 or 800-400-9181**

258...PALLET RENTAL AND USAGE (Effective Oct. 1, 2009)

As a non-operating, landlord port, the Port of Richmond does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Richmond. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference ITEM 164) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges

resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

260...PILOT SERVICE (Effective Oct. 1, 2009)

Virginia Pilots Association provides 24-hour service for all vessels entering or leaving the Port of Richmond. For information concerning pilotage rates, contact:

Virginia Pilots Association	Vessel Requirements:	
3329 Shore Drive	Max. Vsl. Length:	559'
Virginia Beach, VA 23451	Max. Vsl. Beam	85'6"
757.496.0995	Max. Draft	22'

261...POTABLE WATER (Effective Oct. 1, 2009)

All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).

262...PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective Oct. 1, 2009)

Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.

264...RADIO EQUIPMENT (Effective Oct. 1, 2009)

The following radio channels are designated for radio communication at the Port of Richmond:

U. S. Coast Guard	Channel 16
Bar and Harbor Pilot	Channel 13
	Channel 16

265...RAILCARS - PLACING, LOADING AND UNLOADING (Effective Oct. 1, 2009)

Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.

266...RAILROADS (Effective Oct. 1, 2009)

The Port of Richmond facilities are served by the CSX Transportation Inc. (CSX) and by switch with Norfolk Southern Railroad.

267...REQUIREMENT TO WORK OVERTIME (Effective Oct. 1, 2009)

Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.

Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be for the account of the vessel and the Port shall not be liable for any costs associated therewith.

*Excluding meal periods.

ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.

268...RESPONSIBILITY FOR LOSS OR DAMAGE (Effective Oct. 1, 2009)

Except for its own proven negligence, the Port of Richmond will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight

or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.

269...RIGHT TO REFUSE CARGO (Effective Oct. 1, 2009)

The Port of Richmond reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load:

cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier;

or cargo deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment.

Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Richmond is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Richmond. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation:

cargo, the value of which may be determined to be less than the probable terminal charges;

cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Richmond; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.

270...SHIPPER'S REQUESTS AND COMPLAINTS (Effective Oct. 1, 2009)

Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Richmond as follows:

PORT OF RICHMOND
ATTN: Port Director
5000 Deepwater Terminal Road
Richmond, VA 23234

271...SHUT-OUT CARGO (Effective Oct. 1, 2009)

The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).

272...SIGNS (Effective Oct. 1, 2009)

No signs of any kind may be erected on Port property without approval of the Port Director.

273...SMOKING (Effective Oct. 1, 2009)

It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Richmond, the Richmond Fire Department or the United States Coast Guard.

274...SPECIAL SERVICES (Effective Oct. 1, 2009)

Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.

**275...STEVEDORES, FREIGHT HANDLERS AND STEAMSHIP AGENTS (C)
(Effective October 1, 2009)**

The Port of Richmond requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-authorized by the Port of Richmond to perform such activities. The Port of Richmond does not perform or arrange for any loading or unloading of cargo at the Port.

All vessels engaged in coastwise and foreign trade calling at the Port of Richmond must be represented by an agent duly-authorized to do business at the Port of Richmond.

276...

277...STORAGE INVOICES (Effective Oct. 1, 2009)

The Port of Richmond will invoice storage charges to the agent or company shown on the manifest or freight waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Richmond. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209.

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

All storage charges assessed against export or outbound cargo must be paid in full prior to vessel's departure. In the event storage charges are not paid, the Port of Richmond reserves the right to delay or detain the vessel's departure until said charges are paid.

278...STORM PROTECTION (Effective Oct. 1, 2009)

The owners and/or agents of all cargo stored in open areas at the Port of Richmond shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Richmond shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Richmond assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.

279...SUBSTITUTION OF VESSELS (Effective Oct. 1, 2009)

When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date.

Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).

282a...TARIFF - APPLICATION AND INTERPRETATION OF (Effective Oct. 1, 2009)

The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Richmond, on or after the effective date of this Tariff or any supplements thereto.

The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.

282b...TARIFF - CONSENT TO TERMS (Effective Oct. 1, 2009)

The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Richmond shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.

283...

284...TRAFFIC VIA MOTOR CARRIER (Effective Oct. 1, 2009)

To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or his designated representative and the designated cargo handler, pick up and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours.

The Port of Richmond assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.

285...TRESPASSING (Effective Oct. 1, 2009)

Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Richmond, the Director of the Port of Richmond or his designee has the authority to restrict or prohibit any person's access to any portion of Port property.

To enhance security, promote public safety and efficient operations, the Director of the Port of Richmond may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by the Port.

Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Richmond.

286...TUG SERVICE (Effective Oct. 1, 2009)

The Port of Richmond performs no tug assistance in docking and undocking vessels at berths or slips.

288a...VESSEL(S) – SPEED (Effective Oct. 1, 2009)

No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.

288b...VESSEL(S) - TO VACATE (Effective Oct. 1, 2009)

The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by 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 Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.

The Port shall provide written notice (administrative message, facsimile transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.

If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel.

If such movement occurs, the vessel shall hold harmless the Port 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 charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthings will be treated as one continual berthing.

288c...VESSEL(S) - LIGHTS AT NIGHT (Effective Oct. 1, 2009)

All vessels anchored or moored in the waterways of the Port of Richmond or lying at any wharf or dock shall display proper lights from sunset to sunrise.

288d...VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective Oct. 1, 2009)

Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director.

Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.

288e...VESSEL(S) – MOORING (Effective Oct. 1, 2009)

All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Richmond is not a bailee and does not assume any liability for improperly-moored vessels.

288f...VESSEL(S) – MOVEMENTS, REGULATION OF (Effective Oct. 1, 2009)

The Port of Richmond shall regulate vessel movements within its jurisdiction by:

Scheduling vessels for use of berth, anchorage or other facilities at the Port;

Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property;

Designating port facilities for the loading or discharging of vessels;

Assigning berths at wharves for arriving vessels.

288g...VESSEL(S) - NUISANCE CREATED BY (Effective Oct. 1, 2009)

No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth.

Except as provided by law, the blowing of whistles and horns is prohibited.

288h...VESSEL(S) - SUBJECT TO PILOTAGE (Effective Oct. 1, 2009)

1) All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports.

2) Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service.

292...WEIGHING (Effective October 1, 2009)

Highway scales are available at the Port of Richmond and operated by private terminal operators. Contact information for these operators is available upon request.

293...WHARF CLEANING (Effective Oct. 1, 2009)

All users of docks, wharves, sheds and other property of the Port of Richmond shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards, open storage areas, rail tracks, roadways and gutters, as directed by the Port of Richmond. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Richmond, the Port of Richmond shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430.

294...WHARF OBSTRUCTION (Effective Oct. 1, 2009)

Stevedore's tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and \$25.00 charged for each day it remains unclaimed; together with expense of removal, storage or sale.

295...

296a...WHARFAGE – EARNED (Effective Oct. 1, 2009)

All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel.

No wharfage charges will be assessed on ships' stores.

296b...WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective Oct. 1, 2009)

Import cargo which is to be reshipped in waterborne commerce from the Port of Richmond will be assessed one-half (1/2) of the applicable wharfage rate outbound.

In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

Port Terminal Tariff No. 1

SECTION THREE – LOADING AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300...ALUMINUM, BARS, BILLETS, PLATE, INGOTS OR PIGS VIZ (Effective Oct. 1, 2009)

PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES;
WIRE OR CABLE WHEN ON REELS WEIGHING NOT LESS THAN 1,000 POUNDS):

Commodity	Handling	Wharfage
Palletized or unitized in a condition suitable for machine handling	\$10.00	
(Storage Upon Application and Space Availability)		

303...APLITE (ALUMINUM SILICATE) BULK

COMMODITY	HANDLING	WHARFAGE
	N/A	

306...BAGGED PRODUCTS, VIZ (Effective October 1, 2009)

PROCESSED GRAIN, WHOLE GRAIN, DRY MILK, FOODSTUFFS, COCOA BEANS, GREEN COFFEE BEANS, AMMONIUM NITRATE, CLAY, ETC.

COMMODITY	HANDLING	WHARFAGE	STORAGE
Truck Loading per ST	\$10.08		\$2.25
Rail Car Loading per ST	\$13.10		\$2.25

308...VEHICLES, VIZ (Effective Oct. 1, 2009)

For receiving or delivering, and processing. Includes physical inspection.

COMMODITY	HANDLING
A) Vehicles, passenger cars, light trucks, SUV's and similar not exceeding 8,500 lb per vehicle	\$42.50
B) Buses, trucks, campers, motor homes, and similar not exceeding 15,000 lb per vehicle	\$50.00
C) Stuffing and stripping containers	CALL FOR QUOTE

310...Devanning for U. S. Customs

Each container for TAILGATE INSPECTION (Includes One (1) Package):			
ITEM	RATE		
	ST	OT	
Each container for TAILGATE INSPECTION (Includes One (1) package):	\$100.00	\$170.00	
Each additional package or carton (limit: 25)		\$15.00	
Each container for INTENSIVE EXAMINATION:			
20'	Palletized	\$350.00	\$750/4-hour period
	Non-Palletized	\$800.00	
40'	Palletized	\$425.00	\$750/4-hour period
	Non-Palletized	\$1,200.00	
<i>The charges for Customs Examinations will be assessed to the Importer of Record or the Authorized Representative, and will include the cost of intra-terminal drayage.</i>			

312...Forest Products (Effective October 1, 2009)

Rates, charges, demurrage, free time and other services on Forest Products are available upon request.

ITEM	RATE
<i>Available Upon Request</i>	

313...GENERAL CARGO, NOS (Effective October 1, 2009)

COMMODITY	HANDLING	WHARFAGE	STORAGE
150 Cu. Ft. per Ton, or Less	\$11.00		\$4.04
151 Cu. Ft. per Ton, or More	\$34.00		\$4.04
<i>(Storage Upon Application and Space Availability)</i>			

314...IRON OXIDE AND REFRACTORIES (Effective October 1, 2009)

COMMODITY	HANDLING	WHARFAGE	STORAGE
Bagged and Pre-Palletized	\$6.00		\$2.79

315...CONTAINER STRIPPING, UNITIZED, FCL, DIRECT SWING (Effective October 1, 2009)

ITEM	
COMMODITY	HANDLING
20' Container	180
40' Container	225

316...Iron and Steel Articles (Effective October 1, 2009)

In Bundles or Lifts of Individual Pieces of 1,000Pounds or More Each, viz.		
COMMODITY	HANDLING	STORAGE
Coils – OUTSIDE	\$4.40	\$1.00
Coils – Inside*	\$6.00	\$2.00
Angles, Profiles, Channels, Flats, Girders, Joists and Rail	\$11.50	\$4.04
Bars, Beams, Molds, Pipe, Tubing, Billets, Blooms	\$10.00	\$4.04
<i>*Upon Application and Space Availability</i>		
NOTE: Rates in this item apply when cargo is loaded to or unloaded from open or flatbed equipment. Blocking, bracing, chocking, removing and replacing lids from open-top rail cars, if necessary, will be in addition to rates in this item.		

317...U. S. GOVERNMENT PL-480 FOOD FOR PEACE

COMMODITY	HANDLING	STORAGE
Cargo in Bags	\$5.00	N/A

318...LINE-HANDLING (Effective October 1, 2009)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Richmond. Any concern performing line handling services at the Port of Richmond must be insured in accordance with the policy types and limits specified in TARIFF ITEM 241a.

Tie-Up	
<i>*If vessel tie-up within 4 hours of ordering time</i>	
ITEM	RATE
ST*	\$630.00
ST Per Hour (AFTER 4 HOURS)	\$160.00
OT*	\$830.00
OT Per Hour (AFTER 4 HOURS)	\$207.00
Holiday	\$1,025.00
Holiday Per Hour (AFTER 4 HOURS)	\$255.00
Let-Go	
<i>**If Vessel let-go within 4 hours of ordering time</i>	
ITEM	RATE
ST**	\$212.00

ST Per Hour (AFTER 4 HOURS)	\$53.00
OT**	\$275.00
OT Per Hour (AFTER 4 HOURS)	\$70.00
Holiday	\$342.00
Holiday Per Hour (AFTER 4 HOURS)	\$86.00
<i>(Provided by Port Operator)</i>	

319...RATES FOR CONTAINERS (Effective October 1, 2009)

ITEM		RATE
Gate Charge (Includes TIR):	LOAD	\$27.50
	EMPTY	\$20.00
	BARE CHASSIS	\$15.00
Mounting, grounding, swapping (chassis) and segregating		
Per lift		\$27.50
Marshalling (Intra-terminal Drayage)		
		\$27.50
Flat Car Mounting/Grounding:	TOFC/LOAD	\$27.50
	EMPTY	\$20.00
	COFC/LOAD	\$27.50
	EMPTY	\$20.00
Storage charges for container, full or empty, with or without wheels, and storage for chassis, bare or with containers		
ITEM		RATE
First 30 days is free time		Free
Upon expiration of Free Time storage charges to be assessed as follows:	20' Container	\$0.25 per day
	40' Container	\$0.50 per day
	Bare Chassis	\$0.50 per day
	Chassis with Container	\$0.75 per day

PORT CHARGES

320...DOCKAGE RATES

All vessels subject to a \$100 minimum (except self-propelled tank vessels):

ALL OCEAN-GOING VESSELS, INCLUDING OCEAN-GOING BARGES:

No charge will be assessed against vessels for any twelve (12)-hour periods spent only in awaiting daylight or workable weather	
Barges	
ITEM	RATE
Per lineal foot per day, or fraction thereof	\$0.75
Vessel	
ITEM	RATE
Per lineal foot for the first 24 hours	\$1.50
Minimum charge per day	\$200.00
Per lineal foot for each additional twelve(12)-hr period, or fraction therefore, thereafter	\$0.75

Dockage will be assessed on a 24-hour day or fraction thereof for the first two (2) days; thereafter dockage will be assessed on twelve (12) hour periods or fractions thereof using one-half (1/2) of the applicable dockage rate. Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry.

At the sole discretion of the Port Director, when there is no congestion or threat of congestion, a vessel in exclusive "repair status" may request special dockage.

Tugs will be exempt from dockage when used solely to land barge and moored alongside barge during operation.

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Richmond users and activities, and other criteria as may from time to time be established by the Port Director, grant a reduction of dockage.

SELF PROPELLED TANK VESSELS:

Dockage charges on self-propelled tank vessels handling crude petroleum, refined petroleum products, chemicals, petrochemicals, or other liquid-bulk commodities shall be \$3.30 per foot, per 24-hour day or fraction thereof regardless of overall length of vessel.

321...RAILCAR STORAGE (Effective October 1, 2009)

Working railcars arriving at the Port of Richmond for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of \$1.50 per railcar, per day.

322...REFRIGERATION AND MONITORING CHARGE (Effective October 1, 2009)

Refrigerated containers will be monitored six times per day.

Monitoring Charge	\$10.26 per unit per day
Electrical Charge	\$20.52 per unit per day

323...SCHEDULE OF MISCELLANEOUS LABOR RATES AND SERVICES (Effective Oct. 1, 2009)

The Port of Richmond does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:

LABOR, Per Hour:

Security Officers	30.00
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The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Richmond at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

324...STORAGE – DEMURRAGE CHARGES (INCLUDING N.O.S.) (Effective August 1, 2010)

All commodities listed in Section III of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

INSIDE:

First 30 days	Free
Second 30 days	3.00 per ton, per month
Thereafter	4.00 per ton, per month

OUTSIDE:

First 30 days	Free
Second 30 days	3.50 per ton, per month
Thereafter	4.50 per ton, per month

Storage charges for container, full or empty, with or without wheels, and storage for chassis, bare or with containers		
ITEM		RATE
First 30-Day is Free Time		Free
Upon expiration of Free Time storage charges to be assessed as follows:	20' Container	\$0.25 per day
	40' Container	\$0.50 per day
	Bare Chassis	\$0.50 per day
	Chassis with Container	\$0.75 per day

VEHICLES (Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage ITEM 330)) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

First 30 day Period	Free
Thereafter	3.00 per vehicle, per day

325...WATER (Effective August 1, 2010)

Rates for fresh water delivered to vessels at wharves shall be as follows:

FRESH WATER CHARGES	
ITEM	RATE
Connection Charge	\$50.00
Fresh Water	\$6.00 per 1,000 gallons

An additional fee of \$75.00 will be charged when water is requested during overtime hours.

ONLY PORT OF RICHMOND PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Richmond. The vessel's agent, captain, master or other authorized representative MUST contact Port Security a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day preceding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service. Any vessel taking on water without proper advance scheduling or without having a metering device properly affixed at the pumping location by Port Personnel will be charged three times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

326...Port Weighing (Effective October 1, 2009)

Weighing is payable in cash directly to the Port of Richmond at the time of scaling. Regular customers for waterborne-related movements can arrange for monthly invoicing at \$4.00 per scaling under prior arrangements with the Port of Richmond. Companies with more than 9,000 weightings per year, based on historical data, will be billed monthly at the rate of \$2.05 per scaling.	
ITEM	RATE
Weighing per truck per scaling (cash)	\$5.00
Weighing per truck per scaling (Billed Monthly)	\$4.00

327...WHARFAGE (Effective October 1, 2009)(Revised*)

Unless otherwise stated the following charges apply:	
DESCRIPTION	RATE
Containers	\$1.59
Empty Containers and Vehicles Per Unit	\$5.00
General Cargo (N.O.S.)	\$1.89
Bulk Cargo (Including Scrap Metal)	*\$1.00
Steel (N.O.S.)	*\$1.00
Livestock (per head)	\$2.50
U.S.D.A. + PL-480	\$0.50
Agricultural Products (In Bulk)	*\$1.10
Newsprint	\$1.65
Logs/Lumber	\$1.00
Project Cargo	Call for Quote
Minimum Charge per Shipment	\$25.00

MINIMUM CHARGES

The minimum charge to be applied on a single shipment shall be as follows:	
ITEM	RATE
Wharfage per shipment	\$25.00
Storage per shipment	\$25.00
All other charges	\$40.00

328...WHARF EQUIPMENT RENTAL (Effective August 1, 2010)

Unless otherwise stated the following charges apply:	
DESCRIPTION	RATE
Cranes 2250 & 250:	
*Containers – Loaded or Empty	\$ 40.00 per unit
*Bulk or Break Bulk	\$ 1.35 per short ton
Rail Car Mover	\$ 60.00 per hour
Container Handlers	\$100.00 per hour
Yard Trucks	\$ 30.00 per hour
Yard Trailers	\$ 15.00 per hour
Forklifts (5,000#-9,000#)	\$ 30.00 per hour
Forklifts (35,000#-52,000#)	\$ 75.00 per hour
Paper Clamps	\$ 20.00 per hour
Log Clamps	\$ 20.00 per hour
Conveyor Equipment	\$ 1.00 per short ton

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330...BY-PRODUCTS FROM ETHANOL PRODUCTION

1. The rates below shall be effective 6/1/10 through 5/31/12 and shall be adjusted upward on 6/1/11 based on the Consumer Price Index (CPI).
2. The rates below apply to all by-products from the production of ethanol which meet the following criteria:
 - a. Free flowing, dry bulk material
 - b. Density = 33 lbs/ft³ +/- 10%
 - c. Non-hazardous
 - d. No special handling required (i.e. USDA, Environmental, etc.)
 - e. All by-products exported to overseas markets must be shipped through the PoR

ITEM	RATE
Wharfage/Scale	\$1.10/ton (applies to all material which enters the Port, regardless of mode of export)
Dockage (barge)	\$200.00 per day
Receiving	\$1.15/ton; first 150,000 tons/yr. \$0.55/ton; all tons over 150,000 tons/yr.
Load out (20' container)	\$225.00/container (includes container prep., handling) (requires a minimum of 15 containers available loading at a time)
Load out (40' container)	\$295.00/container (includes container prep., handling) (requires a minimum of 15 containers available for loading at a time)
Load out (rail cars; min. 85 tons)	\$435.00/railcar (includes spotting/switching) (requires a minimum of 4 railcars available for loading at a time)
Load out (truck)	\$120.00/truck
Storage	\$2.50/sft./yr. (based on a minimum of 32,500 sft.)

3. The above rates assume all work is performed during straight time work hours;
 - a. Straight time hours: 0800-1200, 1230-1610 M-F, excluding holidays
 - b. Overtime hours: 1200-1230, and 1610-0800 M-F, 0001-2400 Saturday, 0800-1700 Sunday
 - c. Doubletime hours: 0001-0800 and 1700-2400 Sundays, and 0001-2400 Holidays
4. The following Overtime Differential rates shall apply
 - a. Receiving: \$45.50/hr
 - b. Load out (container): \$91.00/hr
 - c. Load out (railcar): \$91.00/hr
 - d. Load out (truck): TBD
 - e. Load out (bulk to barge): TBD
 - f. Doubletime rates are twice the regular overtime differential rates listed above
 - g. Overtime labor for work to continue after 1600 hours M-F must be requested by 1400 hours on the same day. Overtime labor to commence prior to 0800, or for Saturday/Sunday/Holiday call-out must be requested by 1500 on the normal/regular working day prior. Overtime labor not in continuation with a straight time shift is subject to a four-hour minimum.

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