

ATTACHMENT A

Proposed POAC Chapter 5.01

Chapter 5.01 Tariff No. 2-A

Section 5.01.040 Adoption

The Port's Tariff No. 2-A, as set forth in this Chapter and to be known as the "Tariff," has been established by the Board of the City of Oakland to set rates, charges, rules, and regulations for maritime facilities at the Port.

Section 5.01.050 Definitions

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in this Chapter shall have the following definitions, whether or not such terms are capitalized:

- A. "Assembled Cargo" shall mean any commodity or commodities, from one shipper to one consignee, moving on one Vessel. [Item No. 01110]
- B. "Assignment" shall mean the written conferral to an Assignee right to use, occupy, or otherwise access certain space, areas, facilities, land, buildings, or equipment that are under the jurisdiction of the Port, subject to restrictions and conditions established by the Port. An Assignment may be in the form of a Space Assignment, Wharf Assignment, lease, license agreement, access agreement, or other written agreement between the Port and an Assignee.
- C. "Assignee" shall mean the recipient of an Assignment.
- D. "Assigned Area" shall mean the certain space, areas, facilities, land, buildings, or equipment subject to an Assignment.
- E. "Berth" or "berth" shall mean the water area adjacent to a Wharf where a Vessel docks.
- F. "Board" shall have the same meaning set forth in Section 1.02.010. [Item No. 01115]
- G. "Breakbulk Cargo" shall mean general cargo conventionally stevedored and stowed, in contrast with Bulk, unitized, or containerized cargo. [Item No. 01120]
- H. "Bulk Cargo" or "In Bulk" shall mean commodities, which by nature of their unsegregated mass, are usually handled by shovels, scoops, buckets, forks, magnets, or mechanical conveyors, and which are loaded or unloaded and carried without wrappers or Containers and received and delivered by carriers without transportation mark or count; such terms shall not apply when subject to piece count. [Item No. 01125]

- I. “Captain of the Port” shall mean the U.S. Coast Guard Officer Commanding a Captain of the Port (Marine Safety) Zone as specified in 33 CFR Part 6.01-3, as such part may be amended or superseded. The Captain of the Port Zone for San Francisco comprises the land masses and waters of California north of Santa Barbara, Kern, and San Bernardino Counties and select parts of Nevada and Utah. For the purposes of this Chapter, the Captain of the Port is the Captain of the Port Zone for San Francisco. [Item No. 01130]
- J. “Cargo” shall mean goods, wares, freight, liquids, articles, and materials of every kind whatsoever, including bulk materials, Containers, live animals, Vessel’s stores, supplies, and bunkers. [Item No. 01135]
- K. “Cargo Not Otherwise Specified” shall mean a Tariff rate applicable to goods not falling under a specific item or subdivision in the relevant Section. [Item No. 01135]
- L. “CFR” shall mean the Code of Federal Regulations.
- M. “Checking” shall mean the service of counting and checking cargo against appropriate documents for the account of cargo or the Vessel. [Item No. 01140]
- N. “Director of Engineering” shall mean the Director of Engineering, of the Port and their designees, including the chief engineer, as appointed from time to time by the Executive Director.
- O. “Chief Wharfinger” shall mean the Port employee or public officer so designated from time to time by the Executive Director or the Chief Wharfinger’s designees.
- P. “Collector of Customs” shall mean the government official responsible for overseeing customs operations and enforcement of customs laws and regulations at the Seaport.
- Q. “Consumer Price Index” or “CPI” shall mean the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose, California (1982-84=100), as calculated by the Bureau of Labor Statistics of the United States Department of Labor or other successor United States government agency responsible for calculating such statistics; provided, however, if the CPI Index is changed so that the base year of the CPI Index changes, the CPI Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, further, that if the CPI Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI Index had not been discontinued or revised. [Item No. 01142]
- R. “Container” or “Cargo Vans” shall include cargo containerized for “shipper’s or Vessel’s convenience” and shall mean a single-rigid, non-disposable, intermodal, dry cargo, insulated, refrigerated, flat, liquid tank, or open-top container that is demountable and having not less than 6.37 cubic meters capacity, certified and

marked in accordance with international regulatory conventions, furnished or approved by an ocean carrier specifically and primarily for the ongoing transport of cargo aboard its Vessels. These terms shall also include flat racks and collapsible containers (open-sided, usually designed with corner post for structural supports) used for the carriage of special commodities such as lumber or tractors. [Item No. 01145]

- S. “Container Size” shall mean the exterior length of a Container. Per Container charges shall be based on the overall exterior length of the Container as defined in this Subsection:

Container Length in Feet	Includes Containers			
	Over		But Not Over	
	Feet	Meters	Feet	Meters
20	0	0.000	20	6.096
24	24	7.315	27	8.230
40	35	10.668	40	12.192
Over 40	40	12.192	---	---

[Item No. 01150]

- T. “Direct” shall mean a continuous operation between barge, car or truck and Vessel when performed by Vessel’s stevedores. [Item No. 01155]
- U. “Director of Maritime” shall mean the public officer designated by the Executive Director to lead the Maritime Division and their designees.
- V. “Director of Social Responsibility” shall mean the public officer designated by the Executive Director to lead the Port’s Social Responsibility office and their designees.
- W. “Dockage” or “Dockage Charge” shall mean the charge, calculated in accordance with the Dockage rates named in this Chapter, assessed against a Vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a Vessel so berthed. [Item No. 01160]
- X. “Executive Director” shall have the meaning set forth in Section 1.02.010 and shall include their duly authorized representative, agent or designee. [Item No. 01165]
- Y. “Free Time” shall mean specified number of days or part thereof during which cargo received on Wharf may occupy said Wharf without payment of Wharf Demurrage or Wharf storage charges. [Item No. 01170]
- Z. “Governing Publications” shall mean, in addition to any state, municipal or Port regulations, the following publications, as they may be amended or superseded, that

specifically regulate the handling and storage of hazardous and Dangerous Cargoes: 10 CFR Parts 1-199 (Nuclear Regulatory Commission); 33 CFR Parts 125-128 (Waterfront Facilities); 33 CFR Parts 151-159 (Pollution (MARPOL 73/78 Rule)); 40 CFR Parts 116-117 (Environmental Protection Agency Hazardous Substances); 40 CFR Part 140 (Marine Sanitation Device Standard); 40 CFR Parts 260-280 (Hazardous Waste); 40 CFR Part 300 (National Oil and Hazardous Substances Pollution Contingency Plan); 40 CFR Part 302 (Designation, Reportable Quantities and Notification); 46 CFR Parts 30-40 (Tank Vessels); 46 CFR Parts 145-149 (Dangerous Cargoes); 46 CFR Parts 150-155 (Certain Bulk Dangerous Cargoes); 49 CFR Parts 100-199 (Pipeline and Hazardous Materials Safety Administration, Department of Transportation); 49 CFR Parts 400-499 (Safety Approval of Cargo Containers); IMO IMDG CODE (International Maritime Dangerous Goods Code); 33 U.S.C. (Navigation and Navigable Waters); 46 U.S.C. (Shipping); 49 U.S.C. (Transportation); USCG SF MSIB 15-03 (U.S. Coast Guard Sector San Francisco Maritime Security Information Bulletin (MSIB) 15-03). [Item No. 03110]

- AA. “Hazardous Materials” or “Dangerous Cargoes” shall mean materials which have been designated by the U.S. Department of Transportation (“DOT”), the International Maritime Organization, the City of Oakland Fire Marshall, Captain of the Port, or any other Federal, State or Municipal regulatory agency, as capable of posing a risk to health, safety or property when transported or stored, or which qualify as hazardous by reason of their characteristics and as dangerous and/or hazardous and referenced in the Governing Publications. [Item No. 01175]
- BB. “Hazardous Materials Regulations” shall mean those regulations set forth in 49 CFR Part 173, as such part may be amended or superseded.
- CC. “Handling” shall mean the service of physically moving cargo between point of rest and any place on the Terminal, other than the end of the ship’s tackle. [Item No. 01180]
- DD. “Heavy Lift” shall mean cargo exceeding normal loading equipment design capacities and requiring special equipment or rigging techniques for handling such cargo. [Item No. 01185]
- EE. “Holiday” shall mean and include all of the following:
- January 1 – New Years Day
 - January, the third (3rd) Monday – Martin Luther King’s Birthday
 - February 12 – Lincoln’s Birthday
 - February, the third (3rd) Monday – Washington’s Birthday
 - May, the last Monday – Memorial Day
 - June 19 – Juneteenth
 - July 4 – Independence Day

July 5 – Bloody Thursday

September, the first (1st) Monday – Labor Day

September 9 – Admission Day

October, the second (2nd) Monday – Columbus Day/Indigenous People’s Day

November 11 – Veteran’s Day

November, the fourth (4th) Thursday – Thanksgiving Day

December 25 – Christmas Day

Any other Holiday that may be proclaimed by State or Federal Authority.

When any Holiday falls on Sunday, the Monday following will be observed as the Holiday. [Item No. 01190]

- FF. “ISO” shall mean the International Organization for Standardization or Insurance Services Office when referenced in connection with insurance.
- GG. “Inbound Cargo” shall mean cargo which is being or has been discharged from a Vessel. [Item No. 01195]
- HH. “Lloyd’s Register” shall refer to the technical and professional services organization and a maritime classification society of that name.
- II. “Loading” and “Unloading” shall mean the service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the Terminal. [Item No. 01205]
- JJ. “Local” shall apply to cargo originating or destined to ports and points in the states of Alaska, Arizona, California, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming, and ports and points in the provinces of Alberta, British Columbia, Saskatchewan, and the Yukon territory. [Item No. 01210]
- KK. “Marine Terminal” shall mean a Terminal with water access used for the berthing of Vessels and the transfer of cargo to/from said Vessels, including container Terminals, breakbulk Terminals, and bulk Terminals.
- LL. “Maritime Division” shall mean the department of the Port charged with regulating and managing Port properties and interests at the Seaport, led by the Director of Maritime.
- MM. “N.O.S.” shall mean Cargo Not Otherwise Specified and shall be subject to a Tariff rate applicable to goods not falling under a specific type and rate.
- NN. “Non-Operative Facility” shall mean any Wharf, pier, seawall structure, bank, mooring and Terminal area, as determined by the Executive Director, alongside of which Vessels may lie that are not actively working Vessels for the loading, unloading, assembling, distribution or handling of cargo. [Item No. 01215]

- OO. “Non-Operative Vessel” shall mean a Vessel to be scrapped, in the process of being scrapped or not intended for any future use in handling cargo. [Item No. 01220]
- PP. “OCP Territory” or “Overland Common Points Territory” or “Overland Territory” or “OCP Territory” shall mean, and OCP rates shall apply to, cargo with origins or destinations in the states of North Dakota, South Dakota, Nebraska, Colorado, New Mexico and States east thereof; and ports and points in the provinces of Manitoba and Northwest Territories and provinces east thereof. OCP is also commonly referred to as “Interior/Inland Point Intermodal (IPI)” [Item No. 01225]
- QQ. “Operator” shall mean a Port Assignee, permittee, contractor, and/or other operator on space, areas, facilities, land, buildings, or equipment that are under the jurisdiction of the Port.
- RR. “Outbound Cargo” shall mean cargo which is being loaded or is waiting to be loaded to a Vessel. [Item No. 01230]
- SS. “Package” shall mean the producer’s or manufacturer’s covering wrapper which uniformly seals and contains cargo units. The package may be, but is not limited to, a carton, bag, barrel, drum, crate, bale, box, bundle, pail, flask or basket. Cargo may be conveyed in its package or as packages in a Container or as Unitized Cargo. [Item No. 01235]
- TT. “Person” shall have the same meaning set forth in Section 1.02.010. [Item No. 01240]
- UU. “Pipeline” the rates made subject to the designation “Pipeline” shall only apply when the cargo involved is handled through a stationary pipeline direct between Vessel and shore storage facilities; or private loading or unloading facilities. [Item No. 01245]
- VV. “Port” shall have the same meaning set forth in Section 1.02.010. [Item No. 01250]
- WW. “Port Area” shall have the same meaning set forth in Section 1.02.010. [Item No. 01255]
- XX. “Preferential Assignee” shall mean an entity to whom the Port has conferred the right to preferential, non-exclusive use of an Assignment.
- YY. “Premises” shall have the same meaning as Assigned Area.
- ZZ. “Risk Manager” shall mean the public officer so designated by the Executive Director and their designees.
- AAA. “Seaport” shall mean that portion of the Port Area west of the eastern boundary of Howard Terminal that is managed by or assigned to the Maritime Division.

- BBB. “Security Guard” shall mean a trained security guard meeting the applicable criteria set by the United States and/or State and/or local agencies and/or the Port for the purposes of providing security.
- CCC. “Space Assignment” shall mean the assignment of space, areas, facilities, land, buildings, or equipment that are under the jurisdiction of the Port. A Space Assignment is an Assigned Area [Item No. 01260]
- DDD. “Tenant” or “tenant” shall have the same meaning as Assignee.
- EEE. “Terminal” shall include all piers, wharves, docks, public landings, or other terminal structures in the Seaport. A Terminal typically, but not exclusively, refers to a Marine Terminal. A Terminal is an Assigned Area. [Item No. 01265]
- FFF. “Terminal Storage” shall mean 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 and refrigerated storage, after storage arrangements have been made. See also Wharf Storage. [Item No. 01270]
- GGG. “TEU” shall mean a twenty-foot (20-foot) equivalent Container unit. This designation is used to facilitate the conversion of the various sizes (lengths) of Containers into equivalent Container units to provide a common basis for comparison. Rates per TEU shall be assessed as follows:

Container Length (Feet)	Assessment per TEU
20’	1 times Tariff rate Per TEU
24’	1.2 times Tariff rate Per TEU
40’	2 times Tariff rate Per TEU
45’	2.25 times Tariff rate Per TEU

[Item No. 01278]

HHH. “Ton” shall have the following meanings:

1. “Weight Ton” or “WT” shall mean one thousand (1,000) kilograms, gross weight, unless otherwise specified;
2. “Measurement Ton” shall mean one (1) cubic meter, unless otherwise specified. Measurement Tons may be based on water carrier cargo freight bills and/or ship’s manifest or computed by using the full outside dimensions of all sides of the package, unless otherwise specified;

3. “Revenue Ton”, when used as a basis for assessing charges or recording tonnage, shall mean either:

A “weight ton”, meaning one thousand (1,000) kilograms;

A “measurement ton”, meaning one (1) cubic meter; or,

A combination thereof.

For statistical purposes and in limited other circumstances, in the Director of Maritime’s discretion, the Port may convert Bulk or Breakbulk Cargo measured in Tons to TEUs by using a factor of ten (10) Tons per TEU. This factor may be modified from time to time. [Item No. 01275]

III. “Transferred Cargo” shall mean cargo received at a Terminal from rail car, truck or other land vehicle and removed from a Terminal by rail car, truck, or other land vehicle. [Item No. 01280]

JJJ. “Transshipped Cargo” shall mean cargo discharged from a Vessel at a Terminal and then reloaded to another Vessel from the same or another Terminal. [Item No. 01285]

KKK. “U.S. Government Sponsored Cargo” shall mean cargo moving under U.S. Government contracts, where the shipper bears direct responsibility for the payment of all charges until title passes to the U.S. Government. Cargo moving under this definition is considered commercial cargo, and subject to published Tariff rates and charges. [Item No. 01295]

LLL. “Unitized Cargo” shall mean cargo secured to pallets, platforms or skids, when the individual component shipping packages are banded, shrink-wrapped or otherwise securely held together to form a single unit that has been prepared by the shipper, in order to facilitate handling, weighing not less than nine hundred and seven (907) kilograms nor more than two thousand and forty-one 2,041 kilograms and which can be handled with mechanical equipment. The weight of the pallets, platforms or skids shall be excluded when computing the weights on which charges are assessed. [Item No. 01300]

MMM. “Usage” shall mean the use of Terminal facilities by any person when such person performs their own car, lighter or truck loading or unloading, or the use of any facilities for any other gainful purpose for which a charge is not otherwise specified. [Item No. 01305]

NNN. “Vessel” shall mean container ship, auto carrier, bulk carrier, passenger ship, barge, lighter, tugboat, ferry boat, pleasure craft, and any and all other watercraft, whether self-propelled or non-propelled. [Item 01307]

OOO. “Wharf” shall mean any pier, Wharf, quay, landing or other structure to which a Vessel may make fast or may be utilized in the transit or handling of cargo. It

includes all the area between the pierhead and bulkhead lines; except, however, such locations as may be designated and set apart as public landings or for private use. A Wharf may be an Assigned Area and/or a Premises [Item No. 01310]

PPP. “Wharfage” shall mean the charge assessed against the cargo passing or conveyed over, onto, or under any Wharf. Said charge also applies on cargo passage between Vessels (e.g., to or from barge, lighter, or water) when berthed at Wharf or when berthed adjacent to Vessel so berthed or moored. Wharfage is assessed solely for use of Wharf and does not include charges for any other service or facility. [Item No. 01315]

QQQ. “Wharf Area” means and includes, in addition to the area included in the Wharf, other Terminal areas, alongside of which Vessels may lie or which are suitable for and are used in the direct loading, unloading, assembling, distribution, or handling of cargo under, over, or onto a Wharf. A Wharf Area may be an Assigned Area and/or a Premises [Item No. 01320]

RRR. “Wharf Assignment” shall include:

1. A “Preferential Wharf Assignment” shall give the Assignee the right to preferential non-exclusive use of a certain Berth, Wharf, Wharf Area, or facility as designated in the Assignment application and on a month-to-month basis.

2. A “Secondary Wharf Assignment” shall give the Assignee the right to secondary use of a certain Berth, Wharf, Wharf Area, or facility as designated in the Assignment application. Such right is subordinate to that of a Preferential Assignee. The secondary Assignee must share with the Preferential Assignee, by agreement, the costs and expenses incidental to the Assignment as herein provided, if so, requested by the Preferential Assignee.

3. A “Temporary Wharf Assignment” shall give the Assignee the right to temporary use of a certain Berth, Wharf, Wharf Area, or facility as designated in the Assignment. The Assignment shall be for the single berthing of Vessel, on a Vessel-by-Vessel basis. A Temporary Wharf Assignment shall apply to berthing of Non-Operative Vessel when so specified on the Assignment.

[Item No. 01325]

SSS. “Wharf Demurrage” shall mean a penalty charge assessed against cargo which remains on a Wharf or Wharf Area beyond specific Free Time. Wharf demurrage does not include demurrage assessed by an ocean carrier. Equipment owned or leased by ocean carrier(s) for the transportation of cargo is subject to demurrage (or detention) charges and free time provisions as provided for in individual ocean carrier tariffs. [Item No. 01330]

TTT. “Wharf Storage” shall mean charges assessed against cargo after expiration of Free Time, when it has been declared and accepted for storage, on either a daily or monthly basis. [Item No. 01335]

Section 5.01.060 Classification of Trades [Item No. 01340]

For applying certain rates and provisions of this Chapter, Vessels and the cargo handled are classified in trades in which the Vessels are engaged and the cargo transported. When transshipment is substituted for direct call of Vessel, the charge on cargo so handled shall be the same as that applicable to cargo handled on direct Vessels. Such classifications shall be as follows:

Classification	Service between Port of Oakland AND:
FOREIGN	
Australia & New Zealand	Australia, New Zealand
European	Western Europe, European countries bordering the Mediterranean Sea, Central Europe, Eastern Europe, Turkey
Far East	China (including Hong Kong and Taiwan), Japan, South Korea, Southeast Asia (including, but not limited to, Malaysia, Thailand, and Vietnam), Eastern Russia
Other Asia	India, South Asia (including, but not limited to, Bangladesh and Pakistan), Pacific Islands (not including Hawaiian Islands or Guam)
Other Foreign	Canada, Mexico, Central America, South America, Middle East (Southwest Asia), Africa
DOMESTIC	
Hawaii	Hawaiian Islands
Inland Waterways	U.S. domestic waterways (including, but not limited to, San Francisco Bay, rivers, and canals)
Other Domestic	U.S. West Coast (coastwise), Guam, Alaska, U.S. East Coast, U.S. Gulf Coast, Puerto Rico

Section 5.01.070 General Rules and Regulations

A. Application of Rates, Rules And Regulations [Item No. 02105]

1. Except as otherwise provided in this Chapter, the applicable rates, charges, rules, and regulations under this Chapter shall be those in effect at the time the charge is incurred. Rates, rules, and regulations contained in this Chapter apply in connection with:
 - a. Vessels docking at the wharves of the Seaport;
 - b. Cargo handled over, onto or under facilities of the Seaport; and
 - c. Use of Port cranes or other land buildings or facilities of the Seaport

and services incidental thereto.

2. In the absence of a specific commodity rate for the assessment of Wharfage, demurrage and storage charges the commodity not specified in this Chapter shall be rated as “Cargo N.O.S.”.

3. The Executive Director is reserved the right to determine the applicable rates, charges, rules, and regulations in this Chapter, and to enforce any such rates, charges, rules, and regulations in accordance with any such interpretation.

4. The Executive Director may waive the assessment of all or any portion of any charge for Wharfage, Dockage, Wharf Demurrage, Wharf storage, or any other charge or fee which may be due from any source or cause as provided for in this Chapter which may be associated with cargo destined to provide emergency relief which is directly attributable to natural disasters. The cargo shall be shipped by and destined to bona fide relief organizations and must not be intended for resale.

B. Compliance with Government Regulations [Item No. 02110]

Any users of the Terminals shall, at their own expense, operate or use the Premises in a clean, wholesome and sanitary condition. Such operation shall comply with any and all present and future laws, ordinances, general rules, or regulations related to sanitation, pollution, public health, safety, or welfare. Users shall also comply with all applicable Laws, including, without limitation, laws, rules, and regulations pertaining to air quality, water quality, noise pollution, odor, soil, and other environmental regulations.

C. Authorization [Item No. 02115]

The Executive Director is authorized to compile the provisions herein and schedule of rates in this Chapter for the convenience of the shippers as well as other uses of the Port, and to provide for furnishing the same to applicants therefore upon their request.

D. Penalty for Unauthorized Use of Port Facilities [Item No. 02120]

No person shall collect any toll, Wharfage, Dockage or other charge, or land Vessels at, or remove any property upon or from, any of the wharves, piers, docks landings, or other facilities owned or operated by the Board without being authorized by it to do so. Any Person, Vessel, or its owners, agents, or Operators using any unassigned Wharf or Wharf Area without first securing an Assignment therefor from the Port shall be subject to penalties as provided in this Section. E.

E. Violations of Chapter [Item No. 02125]

Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than One Thousand Dollars (\$500.00) or by imprisonment in the City jail for a period of not more than six (6) months, or by both such fine and imprisonment. All the remedies herein provided for shall be non-exclusive, cumulative, and in addition to other remedies at law or in equity.

F. Terms and Conditions of Payment [Item No. 02130]

1. Use of Port facilities and/or services is conditioned upon assurance satisfactory to the Executive Director that all applicable charges will be paid when due. Except as otherwise provided, all charges contained in this Chapter are due and payable as they are incurred or upon completion of service or use of Port facilities.

2. The Executive Director may require payment of charges in advance as follows:

a. By the Vessel, its owners or agents before Vessel is assigned a Berth and commences its loading or unloading operations.

b. By the cargo owner, shipper, consignee, or Wharf Assignee before cargo leaves the Terminal.

c. For all charges on perishable cargo, household goods, and personal effects or cargo of doubtful value.

3. Payments shall be made in cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness satisfactory to the Executive Director or has posted adequate security acceptable to the Executive Director and has thereby been relieved of cash payment requirements by the Executive Director as set forth in a form acceptable to the Executive Director.

4. The provisions of this Subsection govern the terms of payment by, and liability of, an agent acting on behalf of a disclosed principal for charges owing from said principal as a user of Port facilities, notwithstanding any other provision to the contrary in this Chapter or in any form issued pursuant to this Chapter. If written reports required of Assignee or customer are delayed by Assignee or customer, the Port may bill Assignee or customer upon the Port's estimates of accrued Tariff revenues.

G. Payment of Charges [Item No. 02135]

1. Use of Terminals, facilities, or equipment by any person pursuant to this Chapter shall constitute acceptance of the provisions of this Chapter and an agreement upon the part of such user that they are responsible for providing statements within the period specified and shall pay all charges assessed in accordance with this Chapter.

2. A Vessel agent or other person requesting Wharf or crane Assignment shall, as part of the Assignment process, provide to the extent of their knowledge all information requested by the Port with respect to the Vessel's estimated arrival and departure, amount(s) and type(s) of cargo to be worked (loaded/discharged) and estimate the amount of each category of Port charges, as enumerated, and party responsible therefore. The submission of a form, signed by the requestor, shall constitute the requestor's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the requestor at the time of submission, and the Port shall

hold requestor personally liable for any loss occasioned by the requestor's failure to report accurately the information as previously provided to the requestor.

3. The Wharf Assignee shall be responsible for collection of all Dockage, Wharfage, crane use, Wharf Demurrage, Wharf storage and any other charges in this Chapter made and assessed against a Vessel or cargo and shall guarantee and be liable to the Port for the payment of such charges, whether or not actually collected, within the time required by this Chapter. All persons using Terminals, equipment, facilities or provided services, however, are responsible for payment of charges, including delinquency payments, for said use and services. Such person's actual and direct payment of a charge or a delinquency payment to the Port shall relieve the Wharf Assignee of their responsibility for collection and payment of such charge or delinquency payment.

4. The Executive Director, at their discretion may, unless Wharf Assignee otherwise requests in writing, solely as an accommodation to the Wharf Assignee, provide billing information directly to a Terminal or facility user, but said accommodation shall in no way negate or modify the Wharf Assignee's primary responsibility to collect and timely pay to the Port all charges incurred, including delinquency payments.

5. Upon Wharf Assignee's payment to Port of all charges assessed against a Vessel or cargo, the Port shall be deemed to have assigned to the Wharf Assignee the Port's lien rights against the Vessel and cargo, and the Executive Director, upon request of the Wharf Assignee, shall execute whatever formal documentary evidence of such Assignment that the Wharf Assignee may reasonably request.

6. For the purpose of enforcing the payment of charges named in this Chapter, on cargo handled over or stored on Port facilities, the Port may take possession of such cargo and may remove and store the same at the risk and expense of the owner, shipper, or consignee thereof, or may sell the goods at public auction or pursue such other remedies as may be provided by law.

7. Monthly rent, and other pre-determined rent or recurring charges, are due on the first (1st) day of each month and shall become delinquent as provided in Section 5.01.070 H. All other charges required to be paid are due thirty (30) days after the date of the Port's invoice for such payments and shall become delinquent as provided in Section 5.01.070 H. Any rent charged on a monthly basis that is payable for a portion of a month shall be pro-rated on a daily basis based upon the number of days in that month, subject to the provisions of Section 5.01.070 F.2.

8. In the event additional charges are discovered to be due to the Port through, for example, audit, additional statements, and review of manifests and bills of lading, supplemental billings will be prepared by the Port for such additional charges. Additional charges billed pursuant to this Subsection are due thirty (30) days after the date of the Port's invoice for such payment and shall become delinquent as provided in Section 5.01.040 H. [Item No. 02135]

H. Delinquency and Penalties [Item No. 02140]

All charges contained in this Chapter shall be subject to a delinquency payment charge as follows:

1. Monthly rent, and other pre-determined rent or recurring charges, shall become delinquent if not received by the Port on or before the tenth (10th) day of each month regardless of whether the Port has issued any notices or invoices, and shall be subject to a delinquency charge of six hundredths of a percent (0.06%) per day, or the then-current delinquent charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.

2. All other charges shall become delinquent if not received by the Port on or before the specified due date, and are subject to a delinquency charge of six hundredths of a percent (0.06%) per day, or the then-current delinquency charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.

3. Delinquency charges may be amended from time to time by the Board. Unpaid delinquency charges that accrue shall be compounded monthly. The delinquency charges provided by this Subsection are in addition to all other remedies that the Port may have that are provided for in this Code, in any other agreement that may be in place with a Port user or otherwise set forth by law.

I. Security Deposit [Item No. 02145]

All Port tenants and other parties accessing the Port for business purposes shall maintain a Security Deposit. Security Deposits are required to be paid to the Port prior to the effective date of the agreement for the use of any Port property and shall be maintained throughout the term of use. For terms of use shorter than thirty (30) days, the Security Deposit shall be equal to three (3) times' the rent. For terms of use of thirty (30) days or longer, the Security Deposit shall be equal to three (3) months of rent. If the initial term of use is extended, the Security Deposit shall increase commensurate with the term of use. If rent is increased, the Security Deposit shall increase commensurate with rent. In cases where rent is not charged, the Port reserves the right to require a Security Deposit in an amount determined by the Port, in its sole discretion, based on the use of Port property.

J. Insurance [Item No. 02150]

The rates set forth in this Chapter are not inclusive of any form of insurance. During the term of use of Port facilities, Assignee or other user (as applicable) shall maintain in force the following insurance with such additional limits and such other coverages and coverage enhancements as may reasonably requested from time to time by the Port's Risk Manager, or their designee, but not less than:

1. Protection and Indemnity Insurance

Protection and indemnity insurance shall be required as follows:

a. When Required: If Assignee or its independent contractors utilize watercraft/Vessels in the use or occupancy of the Premises.

b. Coverage: Liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability.

c. Limits: One Million Dollars (\$1,000,000) per person on board the watercraft for bodily injury and property damage, but no less than Five Million Dollars (\$5,000,000) for watercraft of a length of thirty (30) feet to thirty-nine (39) feet and no less than Ten Million Dollars (\$10,000,000) for watercraft forty (40) feet and over; any passenger services watercraft shall be referred to the Risk Manager to determine the amount of insurance required.

d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per occurrence unless otherwise approved by the Risk Manager.

e. Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

f. Waiver of subrogation in favor of additional insured shall be provided.

g. Deletion of any language that limits coverage to additional insured in the event the Limitation of Liability Act of 1851 or any similar California limitation of liability statute that applies.

2. Commercial General Liability Insurance [Item No. 02150]

Commercial general liability insurance shall be required as follows:

a. When Required: For occupancy or use of Premises.

b. Coverage: Standard ISO Commercial General Liability form.

c. Limits: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000) annual general aggregate; Two Million Dollars (\$2,000,000) products and completed operations aggregate; One Million Dollars (\$1,000,000) each offense for personal and advertising injury. However, for any Assignee or contractor performing any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground or any environmental remediation activities or work, such limit shall be Five Million Dollars (\$5,000,000) per occurrence and general aggregate; Five Million Dollars (\$5,000,000) products and completed operations aggregate; and One Million Dollars (\$1,000,000) each offense for personal and advertising injury.

d. Stevedore liability shall also be provided if occupancy of Premises includes loading and unloading of a Vessel. Such coverage shall also include physical loss or damage to the property of others while in the Insured's care, custody and control. Such limit shall not be less than Five Million Dollars (\$5,000,000) each occurrence and aggregate.

e. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per occurrence shall be allowed by the Port unless otherwise approved by the Port Risk Manager.

f. Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

g. Cross liability/separation of insureds.

h. Waiver of subrogation in favor of additional insured.

i. If the occupancy or use of Premises involves construction activities, completed operations coverage must remain in force until at least five (5) years after completion and acceptance of the construction work.

j. If the occupancy or use of Premises involves the sale of liquor, liquor legal liability insurance.

k. If the occupancy or use of Premises involves construction or demolition work within fifty (50) feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least Two Million Dollars (\$2,000,000) per occurrence or such coverage as required by the applicable railroad company.

3. Business Automobile Liability Insurance [Item No. 02150]

Business automobile liability insurance shall be required as follows:

a. When Required: For occupancy or use of Premises.

b. Coverage: Standard ISO Business Automobile Liability form for all owned (if any), non-owned and hired automobiles.

c. Limits: One Million Dollars (\$1,000,000) each accident.

d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per occurrence shall be allowed by the Port unless otherwise approved by the Port Risk Manager.

e. Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

f. Waiver of subrogation in favor of additional insured.

g. If the use or occupancy of the Premises involves the parking or storage of vehicles, Garagekeeper's Liability insurance.

h. If the use or occupancy of the Premises involves maintenance or repair of vehicles, Garage Liability insurance.

i. If the use or occupancy of the Premises involves valet parking, Valet Liability insurance.

4. Workers' Compensation and Employer's Liability Insurance [Item No. 02150]

Workers' Compensation and Employer's Liability Insurance shall be required as follows:

a. When Required: All Assignees using or occupying the Premises and its independent contractors.

b. Coverage: Statutory Workers' Compensation and Side B Employer's Liability form.

c. Limits: Statutory for workers' compensation and One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) bodily injury each employee, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease, for Employer's Liability.

d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per occurrence unless otherwise approved by the Port Risk Manager.

e. If use or occupancy of the Premises is performed in or around water (whether in the Port maritime area or elsewhere), U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage.

f. Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

5. Contractor's Pollution Legal Liability Insurance [Item No. 02150]

Contractor's Pollution Legal Liability Insurance shall be required as follows:

a. When Required: If the Assignee or any of its independent contractors will engage in any of the following activities on the Premises: any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involving the hauling or disposal of hazardous or regulated materials.

b. Coverage: Contractor's Pollution Legal Liability occurrence or claims made form.

c. Limits: One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

d. Deductible/Self-Insured Retention: Not more than One Hundred Thousand Dollars (\$100,000) per occurrence unless otherwise approved by the Port Risk Manager.

e. Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager., Port of Oakland, its commissioners, officers, agents, and employees shall be named as additional insureds.

f. Waiver of subrogation in favor of additional insured.

g. Additional Term if Claims Made Form: Two (2) years following completion and acceptance of the construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involving the hauling or disposal of hazardous or regulated materials.

h. Definition of "Covered Operations": All construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous, toxic, or otherwise regulated materials performed by Assignee or its independent contractors or subcontractors.

6. Professional "Errors and Omissions" Liability Insurance [Item No. 02150]

Professional "Errors and Omissions" Liability Insurance shall be required as follows:

a. When Required: If the use or occupancy of the Premises involves consulting, temporary staffing, design or technology services for the Port or involves use of the Port's technology infrastructure.

- b. Coverage: For errors and omissions arising out of the services to the Port.
- c. Limits: One Million Dollars (\$1,000,000) per claim and annual aggregate.
- d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per claim unless otherwise approved by the Port Risk Manager.
- e. Additional Term: Two (2) years after completion and acceptance of the services or use of Port technology infrastructure.
- f. If services to the Port involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- g. If the services to the Port involve outsourced internet services, Network and Media Liability coverage.

7. Aviation Insurance [Item No. 02150]

Aviation insurance shall be required as follows:

- a. When Required: If Assignee or its independent contractors utilize aircraft in the use or occupancy of the Premises.
- b. Coverage: Aviation Public Liability and Passenger Liability forms.
- c. Limits: One Million Dollars (\$1,000,000) combined single limit per accident for use of aircraft with up to four (4) seats; such limit shall be Five Million Dollars (\$5,000,000) for use of aircraft with five (5) or more seats. However, use of jet aircraft of any size will need to be referred to the Risk Manager to determine the amount of insurance required.
- d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per accident unless otherwise approved by the Port Risk Manager.
- e. Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland) and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

8. Builder's Risk/Equipment Installation Insurance [Item No. 02150]

Builder's Risk/Equipment Installation Insurance shall be required as follows:

a. When Required: If the use or occupancy of the Premises involves new construction of buildings or facilities, or the renovation of existing buildings or facilities.

b. Coverage: "All risk" or "special form" perils, earthquake and terrorism, including risks from testing of equipment, and delayed completion coverage for soft costs.

c. Limits: Full replacement cost value of the construction, covering the entire work, including all materials and equipment that are or will be incorporated into the construction, or stored at the construction site or offsite, and including materials or equipment in the course of transportation.

d. Deductible/Self-Insured Retention: Not more than Twenty-Five Thousand Dollars (\$25,000) per occurrence unless otherwise approved by the Port Risk Manager.

e. Term: Until final completion and acceptance of the construction or renovation and for (2) years for delayed completion coverage.

f. Additional Insured and Loss Payee: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Port of Oakland), and each of its commissioners, officers, agents, employees, and any other parties identified by the Risk Manager.

g. Waiver of subrogation in favor of additional insured.

h. Primary and non-contributory with any insurance, retention or self-insurance of the Port.

9. Other Insurance Requirements [Item No. 02150]

These additional insurance requirements shall apply as follows:

a. Insurance shall always be required of all Assignees.

b. Notice of Cancellation: Assignee or Assignee's agent shall provide thirty (30) days' prior written notice to the Port Risk Manager of any insurance policy cancellation, except ten (10) days' prior written notice for non-payment of premium.

c. Right to Higher Limits: If Assignee maintains higher limits than the minimum shown above, the Port requires and shall be entitled to the higher limits maintained by the Assignee.

d. Right to Broader Coverage: If Assignee maintains broader coverage than the minimum shown above, the Port requires and shall be entitled to the broader coverage maintained by the Assignee.

e. Excess/Umbrella Liability Insurance: Any umbrella or excess insurance shall strictly follow the form of the underlying insurance and comply with any requirements of this Agreement pertaining to the underlying coverage.

f. Proof of Insurance/Insurer Rating: Assignee shall deliver to the Port Risk Manager, prior to use or occupancy of any premises, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better and licensed to do business in the State of California.

g. Certificates and other required information shall be sent to:

Port of Oakland
Attn: Risk Management Department
530 Water Street
Oakland, CA 94607

Email: risktransfer@portoakland.com

h. Notwithstanding any other provisions of this Chapter, upon failure to so file such certificate, the Director of Maritime or their designee may cancel an Assignment on one day's prior written notice.

K. Non-Liability of the Port for Loss or Damage [Item No. 02155]

The Port shall not be liable for loss or damage to any cargo in or upon, or moving or being moved over, in, through, or under any Wharf or other structure or property owned, controlled, or operated by the Port, resulting from any cause whatsoever, including the loss or damage which in any manner is caused by or results from the following: pilferage; animals, including rats, mice and other rodents; insects, including moths and weevils; shrinkage; wastage; decay; seepage; leaky Containers; heating; evaporation; fire, or extinguishment thereof; explosion; leakage; discharge from fire protection system; dampness; rain; floods; freezing, frost or other action of the elements; collapse of wharves, piers, or other structures; breakdown of plant, machinery or equipment; floats, logs, or piling required to break Vessels away from wharves; combinations; sabotage; insurrection; revolution; war; riots; strikes; or any act of God. Nothing herein shall be deemed to relieve the Port from liability for loss or damage to goods or property it may have by law as the result of its own negligence.

L. Non-Liability for Shipper's Failure to Reserve Space or Carrier's Failure to Load Goods [Item No. 02160]

The Port shall not be liable for loss, damage or delay arising from failure of the shipper to arrange for space on the transporting Vessel, or from the failure of any carrier to load and transport goods on the particular date of Vessel designated by the shipper or owner of such goods. In the event of any such failure, such goods shall be held subject to all of the applicable charges and provisions of this Chapter.

M. Removal of Perishable or Undesirable Cargo or Materials [Item No. 02165]

1. The Executive Director may, at their discretion, cause the removal of perishables, cargo which is liable to damage other cargo, bulky freight, or other undesirable cargo or material, with or without notice, to another location within the Terminal or to private facilities at the risk and expense of the cargo owner.

2. The Assignee under Assignment with the Port shall be responsible for removal of rubbish, dunnage and other waste material from the Assigned Area. Otherwise, it will be removed by the Port at the expense of the Assignee.

N. Shipper's Request and Complaints [Item No. 02170]

1. Requests and complaints from shippers on matters relating to the rates, rules and regulations contained in this Chapter shall be made to the Executive Director.

2. The Port is a member of the California Association of Port Authorities ("CAPA"). A shipper may refer any request or complaint not satisfied by the Port to CAPA, by submitting all available data in writing to the CAPA.

O. Estimated Weights - Petroleum and Petroleum Products [Item No. 02175]

When not shipped in Containers, and when actual weight or measurement is not shown on the package or on shipping documents, petroleum and petroleum products shall be subject to an estimated weight of 0.791 kilograms per liter (6.6 pounds per gallon), except that crude fuel or gas oil shall be subject to estimated weight of 0.887 kilograms per liter (7.4 pounds per gallon).

P. Persons on Board Vessels to Act on Orders of Executive Director [Item No. 02185]

1. Vessels shall at all times have on board at least one (1) person in charge with authority to take such action in any emergency as may be deemed necessary by the Executive Director.

2. A Vessel shall shift or go into the stream at its own expense, when so ordered by the Executive Director who shall have the power to enforce removal at the expense of the Vessel.

3. The master, agent, or owner of a Vessel refusing or neglecting to obey the orders of the Executive Director in any manner pertaining to the regulation of the harbor, or removal or stationing of such Vessel, shall be guilty of a misdemeanor, and shall be liable to a fine or imprisonment or both.

Q. Lights at Night [Item No. 02190]

All Vessels, barges, cranes, and other equipment, while anchored, moored, or installed at the Port must show lights in accordance with applicable Law.

R. Special and Additional Services [Item No. 02195]

1. When rules and regulations of Federal, State, or local authorities require the Port to provide services in connection with operations of the Port or with cargo at or moving through Port-owned or controlled facilities, the Port may arrange for and assess the cost of such services for the account of cargo or Terminal Operators as deemed appropriate by the Port.

2. When a person requests special services to be performed, the Director of Maritime or their designee may, at their discretion, arrange for and assess the cost of such service to the requesting party.

S. Use of Port-Owned or Port-Leased Facilities [Item No. 02200]

1. All persons desiring to use Port-owned or Port-leased facilities shall, as far in advance of the date of use as possible, make application, on forms provided by the Port, to the Director of Maritime, or their designee, specifying the date of use, nature, and quantity of cargo to be handled, the estimated length of use and the nature of use. Such application and subsequent use shall be subject to the applicable rules, terms, and conditions of this Chapter, and such forms as required by the Director of Maritime, and individual Terminal agreements as may be filed with the Federal Maritime Commission. Assignee's use of such assigned facilities and equipment shall constitute acceptance of applicable rates, rules, and regulations referenced in this Chapter.

2. Port-owned or Port-leased facilities or equipment turned over to Assignee shall be under Assignee's supervision, direction, and control, and Assignee shall assume sole responsibility and liability for injury to or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, directly or indirectly arising out of, or caused by Assignee's possession, occupancy, use, and/or operation of such equipment and/or facilities. Assignee shall defend (with legal counsel chosen by the Port Attorney), indemnify, and hold harmless the Port, including the Board of Port Commissioners and each of its Commissioners, officers, employees, and agents (collectively, the Port's Representatives), from and against any and all suits, claims, demands, loss, liability, and expense (including, without limitation, the Port's in-house counsel), for any loss of, or damage, injury, or death to, any person or any property (including the person or property of the Port, Port Representatives, or Assignee, its officers, employees, agents, or invitees) or violation of any law, regulation, order or permit, which directly or indirectly arises out of Assignee's possession, occupancy, use, and/or operation of such equipment and/or facilities or activities related thereto whether by Assignee, its officers, agents or employees, or by any person or persons acting with the knowledge and consent, express or implied, of Assignee. The possession, occupancy, use, and/or operation of such Port equipment and/or facilities shall constitute acceptance and acknowledgement by the Assignee of this liability and these obligations. These obligations of Assignee shall not apply to any such loss, damage, injury, or death caused solely by the negligence or other wrongful conduct of the Port but shall apply under all other circumstances. Moreover, the foregoing provisions are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the Port otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Assignee under this Tariff.

3. Port-assigned facilities shall be presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port shall not warrant the condition thereof. The Port shall not be responsible for delays to Vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.

4. All facilities shall be operated within the rated operating capacity and the premise load limits and restrictions established by the Director of Engineering or their designee as well as any other conditions which may be prescribed by Law. The Executive Director has reserved the right to refuse the handling of any commodity which, in their opinion, exceeds the facility's prescribed load limits. The Executive Director has further reserved the right to order the Assignee to cease use of the Premises or stop operations at any time to require repairs, to correct an unsafe condition when, in their opinion, Assignee's operation of assigned facilities is not in accordance with the terms and conditions of this Chapter, the Assignment, or whenever it is necessary for the best interests of the Port.

5. Any and all Vessels berthed at a Port-owned or Port-leased facility, after completion of loading or discharging may, at the discretion of the Executive Director, be required to vacate the berth whenever another Vessel is standing by awaiting the use of the berth. Should any Vessel fail to vacate the berth under these conditions when requested, the Executive Director shall have the right, authority, and privilege to order the Vessel moved at the Vessel's risk and expense.

6. Unless otherwise provided by prior contractual arrangements with the Port, or by the terms of lease or preferential assignment, the Vessel first arriving at the Seaport will have first right to use a specified berth, provided that cargo operations will be commenced no later than the first available working day shift upon arrival. Notwithstanding anything else in this Subsection to the contrary, whenever another Vessel is standing by, awaiting the use of a berth, the Vessel on berth will be requested to continue loading and discharging operations utilizing all available work shifts including overtime shifts as required, at its own expense, until such time as cargo operations have been completed. The Vessel will promptly vacate the berth upon completion of cargo operations. Any Vessel which refuses to comply with this request shall be required to vacate the berth upon order of the Executive Director or their designee, provided sufficient water is available to permit safe transit and such Vessel shall be required to wait until a berth is made available to complete their cargo operations.

T. Use of Equipment on Port-Owned or Leased Facilities [Item No. 02205]

1. Assignee shall be responsible for providing all cargo handling equipment and supplemental equipment which may be required. Assignee shall obtain all necessary permits to operate and shall conduct operations in strict compliance with said permits to operate as set forth by the permit authority. Assignee shall furnish all labor and operate all equipment in a safe manner and as prescribed by the terms and conditions set forth in this Chapter and in compliance with manufacturers' specifications and applicable Law.

2. All equipment used on Port Premises shall be operated within the rated operating capacity of the equipment and the premise load limits and restrictions established by the Director of Engineering as well as any other conditions which may be prescribed by Law or any Federal, State, or local authorities. The Executive Director further reserves the right to order the Assignee to cease use of the Premises or equipment or stop operations at any time to require repairs, to correct an unsafe condition when, in their opinion, Assignee's operation of such equipment is not in accordance with the terms and conditions of this Chapter, the Assignment or whenever it is necessary for the best interests of the Port.

3. When circumstances warrant, the Executive Director may authorize Assignee to use Port-owned or leased equipment including, but not limited to transformers, trailers, light sets, generators, portable reefer units and ramps. Such Port equipment shall be presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port shall not warrant the condition thereof. The Port shall not be responsible for delays to Vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.

4. Assignee shall, in the use of Port owned equipment, conduct its operation expeditiously and shall cease use and return the equipment, in like condition, to the control of the Port without delay upon the conclusion of the equipment's authorized use.

5. Port equipment turned over to Assignee shall be under Assignee's supervision, direction, and control, and Assignee shall assume sole responsibility and liability for injury or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, arising out of, or caused by Assignee's possession, use or operation of handling equipment and shall defend, indemnify and hold harmless the Port, including the Board of Port Commissioners and each of its Commissioners, officers, employees, and agents (collectively, the Port's Representatives) against any and all suits, claims, demands, loss, expense, and liability of any kind or nature whatsoever for said injury to or death of persons or damage to or destruction of property, that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through negligence or otherwise, by the Assignee's possession, use of operation of said handling equipment, whether by Assignee, its officers agents, employees, or by any person or persons acting with the knowledge and consent, express or implied of Assignee, and the use of such assigned equipment shall constitute acceptance and acknowledgement by the Assignee of this liability and obligation. In instances in which the Port's negligence causes or contributes to the cause of any such liability as set forth in this Subsection, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this Subsection shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

U. Handling, Storage and Use of Toxic Materials [Item No. 02210]

Assignee shall comply with Chapter 9.01 and Chapter 9.05. The mandates of those Chapters shall be in addition to the rules, procedures, regulations, and restrictions for hazardous

cargo set forth in this Chapter.

V. Ballast Water [Item No. 02215]

1. Each operator or owner of a Vessel using Terminal facilities shall comply with all federal and state laws, regulations, and directives regarding the use and discharge of ballast water and the associated record keeping requirements.

2. Unless otherwise permitted under federal and state laws, regulations, or directives, a Vessel using Terminal facilities shall not discharge untreated ballast water from the Vessel into San Francisco Bay or the National Marine Sanctuaries offshore of San Francisco Bay, including open waters within the Port Area. Any treatment of discharged ballast water shall be in compliance with all federal and state laws, regulations, and directives regarding the use and discharge of ballast water and the associated record keeping requirements.

3. Exceptions or alternatives to subsection Section 5.01.070 V.2. shall be allowed in compliance with federal requirements of the U.S. Environmental Protection Agency, U.S. Coast Guard, and the California State Lands Commission, or in compliance with any superseding law or regulation.

4. Upon request by the Port, each operator or owner of a Vessel using Terminal facilities during any calendar year shall provide to the Port a copy of the operator's or owner's then-prevailing plans, policy or policies applicable to ballast water/aquatic marine invasive species management of its Vessels, as well as federal and state reporting forms including without limitation, the Ballast Water Treatment Technology Annual Reporting Form, the Ballast Water Treatment Supplemental Form, the Hull Husbandry Reporting Form, and Ballast Water Logs for each tank, each as may be amended or superseded from time to time.

W. Security of Maritime Facilities [Item No. 02220]

1. Purposes

The purposes of this Section 5.01.070 W. are to provide for efficient, coordinated and effective action in order to reduce the risk and to mitigate the results of an act that threatens the security of personnel, the Port's facilities, private property and the public, to comply with requirements mandated by the Federal Maritime Transportation Security Act of 2002 ("MTSA") and the federal regulations implementing the MTSA ("MTSA Regulations") and to set forth the respective rights and obligations as between the Port and Operators with respect to the MTSA and the MTSA Regulations.

2. Port Facility Security Plan

The Executive Director shall be authorized and directed to cause to be prepared and to approve a Port Facility Security Plan in accordance with this Subsection covering all Port facilities for which a facility security plan is required by the MTSA and the MTSA Regulations and for which an Operator Facility Security Plan is not prepared by an

Operator and approved by the USA, as defined below. The Port Facility Security Plan shall comply with the requirements of applicable law, including but not limited to the MTSA, the MTSA Regulations and this Subsection.

3. Designation of Port Facility Security Officer

The Executive Director shall be authorized and directed to designate a person as the official designated by the Port as a Port Facility Security Officer on behalf of the Port (“PFSO”). The designated PFSO shall be qualified as, and shall have the duties of, a facility security officer under the MTSA and the MTSA Regulations with respect to those maritime Terminal facilities for which the Port, instead of an Operator, prepares a facility security plan. The PFSO shall also be responsible on behalf of the Port for coordinating and maintaining communications with Operators and the appropriate Federal agency designated in the MTSA and the MTSA Regulations (“USA”) regarding the interests of the Port in the security of all Port facilities without relieving third parties, including Port Operators or other persons of their responsibilities under any facility security plan, the MTSA, the MTSA Regulations, this Chapter or any other law, regulation or any contract.

The Executive Director’s designation of a PFSO also shall not relieve any owner or Operator of any Port facility from any requirement for that owner or Operator to designate a qualified person to perform the duties of facility security officer under the MTSA or the MTSA Regulations. The PFSO shall be responsible for: preparing, in accordance with the MTSA and the MTSA Regulations, a Port Facility Security Assessment for inclusion in the Port Facility Security Plan and a Port Facility Plan, for all Port facilities for which an Operator Facility Security Plan is not prepared and approved by the USA which the PFSO shall submit to the Executive Director for approval; submitting the Port Security Plan to the USA for approval after approval of the Port Security Facility Plan by the Executive Director; implementing the Port Security Plan; periodically auditing and updating the Port Security Facility Assessment and the Port Facility Security Plan as required by the MTSA and the MTSA Regulations; assuring that adequate training is provided to Port personnel responsible for Port facilities; ensuring that Port facilities are operated in accordance with the applicable provisions of the Port Facility Security Plan and the provisions of the MTSA and the MTSA Regulations; coordinating and communicating with Operators with respect to Operator Facility Security Plans in accordance with this Subsection; and such other related Port Facility security matters as the Executive Director may assign the PFSO from time to time.

4. Operator Facility Security Plans

a. Subject to an exemption made in accordance with Section 5.01.070 W.4.a.(1)., every Operator of a facility on Port-owned or controlled land for which a facility security plan or an amended facility security plan is required by the MTSA or the MTSA Regulations, shall prepare and have approved by the USA in accordance with the MTSA and the MTSA Regulations, an Operator Facility Security Plan, or an amended facility security plan, respectively, for the facility.

(1). Upon a written request by an Operator, the PFSO may

exempt an Operator from the requirement to prepare an Operator Facility Security Plan if the PFSO reasonably determines in writing that exemption is appropriate in consideration of the nature and character of the Operator's activities or Port facilities and other reasonable factors. The PFSO may grant an exemption subject to such reasonable written terms and conditions as the PFSO determines are appropriate.

(2). Subject to any exemption made in accordance with Section 5.01.070 W.4.a.(1), each person who is an Operator of a Port facility shall submit its Operator Facility Security Plan to the USA by such date as may be approved in writing by the PFSO.

(3). Subject to any exemption made in accordance with Section 5.01.070 W.4.a.(1), no person may become an Operator of any Port Facility, unless the Operator shall have complied with the applicable provisions of this Section 5.01.070 W, the MTSA and the MTSA Regulations regarding a Facility Security Plan for the Port facility.

b. Each Operator shall provide to the PFSO:

(1). Written notice of the Operator's submission to the USA of any Operator Facility Security Plan, and any amendment to any Operator Facility Security Plan, relating to any Port facility, contemporaneously with the Operator's submission to the USA. The Operator's written notice to the Port may be a copy of the Operator's written document transmitting the Operator Facility Security Plan, or amendment, to the USA, but the Operator shall not be required to include the Operator Facility Security Plan, or amendment, except as provided in Section 5.01.070 W.4.c.; and

(2). A copy of all other written communications between the Operator (including any person acting on behalf of the Operator) and the USA, regarding an Operator Facility Security Plan, any amendment to any Operator Facility Security Plan, any approval or disapproval by the USA or any Operator Facility Security Plan or amendment thereto, any report of a breach of security or security incidents, and any notice by the USA of a violation or suspected violation of the MTSA or the MTSA Regulations, relating to any Port facility.

The copy of each written communication shall be provided to the Port either contemporaneously with the transmission of the written communication to the USA or the Operator or promptly after the Operator sends or receives the written communication. To the extent the written communication involves sensitive security information that must be protected in accordance with 49 CFR Part 1520, as such part may be amended or superseded, the Operator may delete that information from the copy provided to the Port, but the Operator shall provide to the Port all other information in the communication.

c. Subject to the following sentence, an Operator may not include in any Operator Facility Security Plan, or amendment thereto, any provision which is inconsistent with this Chapter or with the Operator's agreement with the Port for the Operator's use or occupancy of a Port facility, or which represents that the Port will be responsible for any matter with respect to the Operator Facility Security Plan, or amendment thereto, unless the Port in the Operator's agreement with the Port or in this has expressly assumed responsibility for such matter. If the Operator believes that the MTSA, the MTSA Regulations, or other statute or regulation by operation of law conflicts with and supersedes certain provisions of the Operator's agreement with the Port or of this Chapter, and require that the Operator Facility Security Plan, or amendment thereto, include provisions which are inconsistent with the Operator's agreement with the Port or with this Chapter, or impose responsibility on the Port for any matter with respect to the Operator Facility Security Plan, or amendment thereto, notwithstanding that the Port does not expressly assume such responsibility in the Operator's agreement with the Port or in this Chapter, then, before the Operator Facility Security Plan, or amendment thereto, is submitted to the USA, the Operator shall:

(1). Give written notice to the PFSO which identifies in detail each conflict the Operator believes exist and each matter for which the Operator believes the Port is required to assume responsibility, the provisions of the MTSA Regulations, or other statute or regulation, and the provisions of the Operator's agreement with the Port or this Chapter which the Operator believes are in conflict or require the Port to assume responsibility and why the Operator believes the claimed conflict or Port responsibility requires the Operator Facility Plan, or amendment thereto, to include provisions that are inconsistent with the Operator's agreement with the Port or this Chapter or provide that the Port has responsibility; and

(2). Meet and confer with the PFSO to discuss the matter and seek to develop a resolution mutually acceptable to the Operator and the Port. If a mutually acceptable resolution is not reached, then the Operator may submit the Operator Facility Security Plan, or amendment thereto, to the USA for approval, with the provisions therein which are inconsistent with the Operator's agreement with the Port or this Chapter, or which provide for Port responsibility, without prejudice to any Port rights with respect to the Operator submitting an Operator Facility Security Plan, or amendment thereto, which is inconsistent with the Operator's agreement with the Port or this Chapter, or which provides for Port responsibility, and the Operator shall, at the same time it submits its Operator Facility Security Plan, or amendment thereto, to the USA, submit to the Port a copy of those portions of the Plan or amendment which conflict with the Operator's agreement with the Port or this Chapter or which provide that the Port is responsible for a matter

d. Each Operator shall comply with all provisions of the MTSA, the MTSA Regulations, this Chapter, the Port Facility Security Plan approved by the

USA (to the extent the Operator has been provided the Port Facility Security Plan or notice of the applicable compliance requirement(s) in the Plan) and, subject to Section 5.01.070 W.4.a.(1). and Section 5.01.070 W.4.c.(2)., the Operator's Facility Security Plan, which apply to any Port facility occupied or used by the Operator.

5. Compliance With Port Facility Security Plans

Each person entering upon or using any Port facility shall comply with the Port Facility Security Plan and any Operator Facility Security Plan that applies to the facility (to the extent such person has been provided such plans or notice of the applicable compliance requirement(s) in such plans).

6. Indemnification

Each Operator who operates at a Port facility for which the Operator has obtained from the USA approval of an Operator Facility Security Plan shall be fully responsible for all compliance with the MTSA and the MTSA Regulations with respect to the Port facility and shall indemnify and hold the Port, including the Board of Port Commissioners and each of its Commissioners, officers, employees, and agents (collectively, the Port's Representatives), from and against any claims, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of any violation of the MTSA or the MTSA Regulations, arising out of the Operator's failure to comply with its Operator Facility Security Plan.

Each Operator and other person entering upon or using any Port facility shall indemnify and hold the Port harmless from and against all claims, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of, respectively, the Operator's or such other person's failure to comply with this Section 5.01.070 W. In the event of any inconsistency between this Section 5.01.070 W.6. and an agreement between the Port and an Operator, the agreement shall prevail.

For purposes of this Section 5.01.070 W.6., and with respect solely to the Port's rights as to the USA, the USA shall not be considered an "Operator" or "other person", but the Port does not release the USA or waive the Port's rights with respect to the USA as to any legal obligation of the USA to the Port or the Port's legal rights against the USA.

7. Operator's Grant of Occupancy Rights to USA

a. Notwithstanding any other provision in a Port agreement with an Operator for the Operator's use of Terminal facilities, the Operator may grant to the USA the right to occupy or use the Terminal facilities for purposes of carrying out USA security and inspection functions necessary for the Operator's use of the facilities, subject to: (1) providing a copy of the grant of the right to the Port and securing the written consent of the Executive Director to the grant, which consent will not unreasonably be withheld or delayed; and (2) compliance with all other applicable provisions of the Terminal facilities agreement between the Port and the Operator and other legal requirements, including without limitation, securing any

necessary building permits from the Port.

b. With the Executive Director's consent, the USA's occupancy rights may continue beyond termination of the Port's Terminal facilities agreement with the Operator, subject to the right of the Executive Director to terminate the rights upon thirty- (30)-days written notice to the USA.

c. Subject to the written approval of both the Board and the Operator, the Port through its own forces or contractors may construct and install necessary security facilities at the Operator's Terminal facilities for purposes of the USA's security and inspection functions.

8. Aircraft Landing and Take Off

No person shall land or take off in any aircraft (including without limitation helicopters, seaplanes, and ultralight vehicles) nor land or takeoff any model aircraft or civil unmanned aircraft system ("UAS"), as those terms are defined in Public Law 112-95, Sections 331 (9) and 336, and 14 CFR Part 107, as such laws may be amended or superseded, in the Seaport (including water areas) without having obtained prior written permission from the Port's Director of Maritime. This authorization does not include requirements of other agencies. Obtaining approval and/or permits from other agencies (such as Federal Aviation Administration, U.S. Coast Guard, etc.) is the sole responsibility of the owner/operator.

Use of any aircraft or UAS as defined in this Section 5.01.070 W.8. at Middle Harbor Shoreline Park is strictly prohibited without prior written permission of the Director of Maritime and any other designees of the Executive Director, which may be granted only in conjunction with a Film Permit Request. Refer to Section 5.01.170 E.

No person shall operate a model aircraft or UAS in the Seaport in a careless or reckless manner that may endanger the life or property of another or allow an object to be dropped from a small, unmanned aircraft UAS.

9. Security Guard Fees

United States Government regulations require that Security Guards be posted in the restricted areas encompassing the dock for the entire period during which a Vessel subject to such regulations is berthed at such dock. Where the Port is providing such Security Guards, Security Guard fees shall be charged to the account of the Vessel's owner(s), and additional to all other applicable charges in this Chapter. Security Guard fees plus an administrative fee of ten percent (10%) shall be due and payable upon presentation, and payment shall be made before the Vessel departs the Port facility unless the Vessel's owner(s) or agent has (have) prearranged terms of payment with the Port.

X. Comprehensive Truck Management Program [Item No. 02400]

1. Definitions [Item No. 02400]

Definitions of terms used in this Section 5.01.070 X. are contained in this Section 5.01.070 X.1. and elsewhere in this Chapter. The following definitions shall apply to Section 5.01.070 X. unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in Section 5.01.070 X. In the event of any inconsistency between the definition given in this Subsection for a capitalized term, and the definition given elsewhere in this Chapter for that term, the definition given in this Subsection shall control for purposes of interpreting Section 5.01.070 X. All capitalized terms not otherwise defined in this Subsection shall have the meaning given elsewhere in this Chapter and Code.

“CARB” shall mean the California Air Resources Board.

“CTMP” shall mean the Maritime Comprehensive Truck Management Program.

“Drayage Truck” shall mean any in-use on-road diesel-fueled heavy-duty truck with a GVWR more than twenty-six thousand (26,000) pounds used to transport waterborne cargo, empty Containers, empty chassis, or other equipment used to transport waterborne cargo to or from or within Seaport Facilities; this definition excludes yard trucks/hostlers and military vehicles; this definition is further addressed in Title 13 of the California Code of Regulations section 2027.

“GVWR” shall mean gross vehicle weight rating.

“LMC” or “Licensed Motor Carrier” shall mean a trucking company that hires or contracts with drivers and that dispatches those drivers and drayage trucks to transport waterborne cargo to or from Seaport Facilities; such companies are typically distinguished by possession of an interchange agreement with the owner of the Container/chassis equipment.

“Marine Terminal Operator” shall mean an entity with contractual authority from the Port to operate or with preferential access to a Marine Terminal.

“RFID” shall mean Radio Frequency Identification.

“Seaport Facility” shall include Marine Terminals, rail yard, and other facilities where drayage trucks operate in the Seaport; for the purposes of this Subsection, this definition does not include any railyard located off Port property, truck parking or maintenance facilities.

“Seaport Facility Operator” shall mean an entity that operates and maintains a Seaport Facility on Port property.

“STEP” shall mean the Port’s Secure Truck Enrollment Program.

“STEP Agreement” shall mean the STEP Agreement that must be submitted annually by each LMC that dispatches drayage trucks that transport waterborne cargo to or from Seaport Facilities.

2. Port Registry [Item No. 02405]

a. Overview

The Oakland Board of Port Commissioners adopted the CTMP on June 16, 2009. One core component of the CTMP is the Port Registry, a component designed to increase the Port's maritime security operations and domain awareness. The Port Registry has two elements: the STEP Agreement and the Port Registry database. The Port Registry is for security domain-awareness purposes and is separate from and independent of the CARB requirements and regulations applicable to Drayage Trucks.

b. Implementation Timeline and Applicable Deadlines

The current phase of the Port Registry (Phase 6) is in effect as follows:

(1) Phase 6 – Effective January 1, 2019

(a) General

Each Seaport Facility Operator shall submit to the Port and maintain a plan for fulfilling its responsibilities for implementing the Port Registry.

(b) Licensed Motor Carriers

i. LMCs are required to execute a STEP Agreement, and pay associated fees, in order to serve Seaport Facilities.

ii. LMCs are required to enter and/or update information into a Port Registry database in order to serve Seaport Facilities.

iii. All Drayage Trucks seeking to enter a Seaport Facility are required to demonstrate proof of STEP registration.

(c) Marine Terminals

i. No Marine Terminal Operator shall permit a Drayage Truck that is not STEP-registered to enter a Marine Terminal. Proof of STEP registration will be by a Radio Frequency Identification (RFID) tag for each Drayage Truck that is linked to the Port Registry.

ii. In the event a Drayage Truck RFID tag is unable to be read by the Marine Terminal Operator upon attempted

entry, or the Drayage Truck is not equipped with an RFID tag at the time of desired entry, the Marine Terminal Operator may validate STEP compliance by visual inspection of an affixed STEP registration label, inspection of a STEP registration certificate for the Drayage Truck or other evidence that, in the judgment of the Marine Terminal Operator, adequately demonstrates STEP registration

(d) Other (Non-Marine Terminal) Seaport Facilities

No other Seaport Facility Operator shall permit a Drayage Truck that is not STEP-registered to enter a Seaport Facility. The Seaport Facility Operator can verify STEP compliance by visual inspection of an affixed STEP registration label, inspection of a STEP registration certificate for the Drayage Truck or other evidence that, in the judgment of the Seaport Facility Operator, adequately demonstrates STEP registration.

(e) All Seaport Facilities

Drayage Trucks that are not able to demonstrate STEP registration may be turned away and/or directed to the Port's Customer Service Center by the Seaport Facility Operator. At the Port's customer Service center, the Port may issue a date and time-stamped Temporary STEP Pass to enable the truck to enter the Seaport Facility. Seaport Facility Operators shall permit a Drayage Truck with a Temporary Step Pass to enter the Seaport Facility only on the date of issue of the Temporary STEP Pass. No more than five (5) Temporary STEP Passes for any one driver and/or truck will be issued from the effective date of Phase 6.

Drayage trucks that are not able to demonstrate STEP registration outside of the operating hours of the Customer Service Center (e.g., weekends or nights), may be granted entry into a Seaport Facility, in which case the Seaport Facility Operator must record the Drayage Truck and Drayage Truck driver information in the Non-STEP-Registered Drayage Truck Log, and report this information to the Port's Chief Wharfinger and Port Facilities Security Officer on a quarterly basis, specifically within seven (7) business days of the end of the month of March, June, September, and December. No more than five (5) such entries for any one driver and/or truck will be allowed from

the effective date of Phase 6.

(2) The Drayage Truck Ban component of the CTMP has been superseded by CARB's Final Regulation Order: Advanced Clean Fleets Regulation, effective October 1, 2023. All Drayage Trucks shall comply with said Final Regulation Order, as it may be amended or superseded. [Item No. 02410]

3. Port Registry Fees [Item No. 02405]

Registrations will be subject to the following Port Registry Fees:

a. One-Time Port Registry Fee: Two Hundred Fifty-Eight Dollars (\$258.00) per LMC

b. Annual Drayage Truck Registration Fee: Seventy-Seven Dollars (\$77.00) per Drayage Truck

c. Temporary STEP Pass Fee: Twenty-Six Dollars (\$26.00) per Drayage Truck

Registry Fees shall be due and payable at the time of registration or request for a STEP Pass. A registration year is January 1 through December 31. Port Registry Fees shall not be prorated.

Y. At-Berth Vessel Emission Control Strategies (VECS) [Item No. 02500]

1. Definitions [Item No. 02500]

The definitions of terms used in Section 5.01.070 Y are contained in this Subsection and elsewhere in this Chapter. The following definitions shall apply in Section 5.01.070 Y, unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in Section 5.01.070 Y. In the event of any inconsistency between the definition given in this Subsection for a capitalized term, and the definition given elsewhere in this Chapter for that term, the definition given in this Subsection shall control for purposes of interpreting Section 5.01.070 Y. All capitalized terms not otherwise defined in this Subsection shall have the meaning given elsewhere in this Chapter.

“Approved Shore Power Vessel”: a Vessel that has successfully completed the required Vessel Commissioning and is approved to thereafter connect routinely to the Port-Owned Shore Power System. Such a Vessel appears on the Port’s list of Approved Shore Power Vessels.

“At-Berth Vessel Emission Control Strategy(ies) (VECS)”: means a method(s) or technology(ies) that reduces emissions from Vessels at berth, typically by turning off the Vessel’s engines or capturing air pollutant emissions from said engines. A VECS includes a CAVECS as defined herein.

“CARB-Approved Vessel Emission Control Strategy (CAVECS)”: a method of reducing emissions from Vessel at berth to a satisfactory level for compliance with CARB Regulation that is verified and approved by CARB. CAVECS includes but is not limited to a Shore Power System.

“CARB” shall mean the California Air Resources Board.

“IEC/IEEE Standard”: IEC/IEEE 80005-2: 2019 Utility Connections in Port: High Voltage Shore Connection Systems - General Requirements, as may be amended from time to time.

“Interconnection Agreement” means the Rule 21 Generating Facility Interconnection Agreement between PG&E and the Port.

“PG&E” shall mean the Pacific Gas and Electric Company and any successor entity.

“PG&E Interconnection Agreement” shall mean the Generating Facility Interconnection Agreement between PG&E and the Port.

“Port Utility”: means the Port revenue division that is responsible for the provision of electricity and other related services for which fees or rates are charged, doing business as Port Public Power.

“Regulation” means CARB final regulation orders for Vessels operating at California ports, including without limitation Final Regulation Order: Airborne Toxic Control Measure for Auxiliary Diesel Engines Operated on Ocean-Going Vessels At-Berth in a California Port.

“Port-Owned Shore Power System” means the portion of the Shore Power System that is owned by the Port without regard to the party that constructed or funded the infrastructure. The Port-Owned Shore Power System does not include infrastructure that is owned or managed by Port Utility.

“Shore Power System” or “Shore Power” means the high-voltage shore-side electrical infrastructure, as further described in the IEC/IEEE Standard, that enables Vessels to plug into the electric grid while at berth. The Shore Power System includes but is not limited to the Port-Owned Shore Power System. The Port-Owned Shore Power System does not include infrastructure that is owned or managed by Port Utility.

“Shore Power Substation”: means a substation that (a) provides a Tenant exclusively with power for the Shore Power System; and (b) is maintained by the Port, without regard to (i) ownership or (ii) location inside or outside the Tenant Premises; and (c) is not an asset owned or managed or operated by Port Utility or any other publicly- or investor-owned utility electric utility (e.g., PG&E).

“Tenant” shall mean any Assignee with contractual authority to operate or with preferential access to a Berth and/or a Marine Terminal with Berths where Vessels connect

to a Shore Power System.

2. “Vessel Commissioning” shall mean the process by which the Port determines that a Vessel equipped to connect to the Port-Owned Shore Power System is allowed to make said connection. A Vessel may be subject to multiple commissioning events. Vessel Commissioning may include, without limitation, Port staff boarding the Vessel to verify, inspect, and test the settings of protective devices associated with the Vessel’s on-board shore power-related equipment, grounding equipment, and emergency stop control system. Purpose and Applicability [Item No. 02505]

This Section 5.01.070 Y. sets forth the rules, procedures and requirements for use of CAECS at the Seaport for compliance with the Regulation.

a. Shore Power System

(1) Construction of Shore Power System or Connection to Existing Shore Power System [Item No. 02510]

The Tenant and/or the Port shall have responsibility to construct any Shore Power System subject to agreement of the parties. Tenant shall not construct or connect to any Shore Power System without prior written approval from the Port, including but not limited to all necessary permits or agreements. Upon (a) substantial completion of construction of the Shore Power System by the Port or Tenant and/or (b) the Port granting Tenant the right to connect to an existing Port-Owned Shore Power System, Tenant shall be responsible to operate and maintain the Shore Power System in accordance with this Section 5.01.070 Y.

(2) Training [Item No. 02520]

Tenant shall be responsible for all training of all Tenant and Tenant-related personnel, including the provision of personal protective equipment, involved in the operation and/or maintenance of the Shore Power System at Tenant’s sole discretion and cost. Tenant’s failure to train Tenant’s personnel or to obtain a safety-trained and certified workforce in compliance with all applicable Laws is the sole responsibility of Tenant, and any damages that may result solely from Tenant’s use of an improperly trained workforce shall be the sole responsibility of Tenant.

(3) Operations Obligations [Item No. 02525]

Tenant is responsible for operating the Shore Power System in a safe manner that substantially complies with all applicable laws, regulations, standards and other applicable agreements and requirements, including, but not limited to, the PG&E Interconnection Agreement and the Standard International Electrotechnical Commission (IEC)/International Organization for Standardization (ISO)/Institute of Electrical and

Electronics Engineers (IEEE) 80005: 2012 Utility Connections in Port - Part 1: High Voltage Shore Connection (HVSC) Systems – General Requirements, and PG&E Electric Rule 21 Chapter, including but not limited to Section H.

(4) Vessel Commissioning

(a) Applicability: Vessel Commissioning shall be required for a shore power-ready Vessel subject to the Regulation or otherwise required by the Port to connect to the Port-Owned Shore Power System, unless said Vessel is exempted from the Commissioning requirement in writing by the Port. A Vessel shall be required to repeat Vessel Commissioning until it becomes an Approved Shore Power Vessel. Vessel Commissioning shall apply more specifically to the following:

- i. The first Vessel call of each side, port and starboard.
- ii. An Approved Shore Power Vessel upon which the Vessel shore power-related system has been modified since said Vessel became an Approved Shore Power Vessel.
- iii. An Approved Shore Power Vessel that has not connected to the Port-Owned Shore Power System for more than 12 months since it became an Approved Shore Power Vessel.
- iv. An Approved Shore Power Vessel seeking to connect to the Port-Owned Shore Power System due to changes to the IEC/IEEE Standard or for any safety reason related to Vessel systems or shore-side infrastructure, in the Port's sole discretion.

(b) Procedures: A Vessel shall become an Approved Shore Power Vessel only if the following actions are successfully completed:

- i. *Compatibility Assessment*: Prior to the initial connection to the Port-Owned Shore Power System, the Terminal shall coordinate with its shipping line customer to determine whether the shore power-related equipment on-board the Vessel and the Vessel's control system and protection scheme comply with: (1) IEC/IEEE Standard; (2) PG&E Rule 21; and (3) the Interconnection Agreement. More specifically, the Terminal shall coordinate with its shipping line customer to provide all necessary documents to the Port and/or PG&E, including, without limitation, the settings of

protective devices associated with the Vessel's shore power-related equipment; one-line and three-line diagrams of such equipment; specifications on grounding equipment and emergency stop control system; contact information for ship engineers; and any other documentation requested by the Port to establish safe commissioning and operation. Documents shall be submitted to: <http://www.jotform.us/portoakland/hvsc>

ii. *Scheduling & Commissioning*: The Terminal shall coordinate with its shipping line customer and the Port to schedule the Vessel Commissioning. Vessel Commissioning shall be performed by qualified personnel in the presence of the Port.

iii. *Approval*: Once a Vessel has successfully completed Vessel Commissioning, said Vessel shall be added to the Port's managed list of Approved Shore Power Vessels and thereafter shall be allowed to connect to the Port-Owned Shore Power System without additional Vessel Commissioning unless required by the conditions of Section 4(a) above. The Port's list of Approved Shore Power Vessels is located at: <https://tinyurl.com/OaklandCommissionedList>

(c) Vessel Commissioning Charge: The Port's cost for Vessel Commissioning shall be (a) charged to the Terminal Operator where the Vessel is intending to connect to the Port-Owned Shore Power System and (b) assessed for each Vessel Commissioning without regard to whether the Vessel becomes an Approved Shore Power Vessel.

i. Charge: \$4,785 per Vessel Commissioning

ii. This charge is separate and apart from Shore Power and Energy Charges set forth in Port of Oakland Administrative Code Chapter 10.03 and Appendix F.

(5) Maintenance Obligations [Item No. 02530]

(a) Allocation of Maintenance Responsibilities: Unless specified otherwise in an agreement between the parties, Port and Tenant maintenance responsibilities shall be shared by the parties as described in this Section 5.01.040 Y.

(b) Inspection & Transfer of Responsibilities: The Port shall have the right to inspect the Shore Power System at any time to meet its maintenance obligations and to verify that the Tenant is performing its maintenance obligations. The Port may transfer its maintenance responsibilities to the Tenant by mutual agreement of the Port and Tenant or by the Port providing six (6) months' prior written notice to the Tenant.

(c) Tenant Responsibilities: Tenant shall be responsible to perform all minor maintenance and general housekeeping activities including but not limited to inspecting, cleaning/sweeping debris and lubricating hydraulic covers associated with shore power operations; inspecting condition of substations; and notifying the Port of any condition that may fall under the Port's maintenance responsibilities. Additionally, Tenant shall notify the Port in writing of any defect or condition appearing to require major maintenance or repair, regardless of the party responsible to perform said maintenance or repair, to any part of the Shore Power System immediately upon discovering such condition and no later than forty-eight (48) hours after discovery. In the event the Tenant discovers a condition that the Tenant believes may affect life or safety, the Tenant shall immediately notify the Chief Wharfinger and Director of Maritime upon discovery of said condition.

(d) Port Responsibilities: For a Port-Owned Shore Power System, or a Shore Power System where maintenance has been allocated to the Port by written agreement, the Port shall be responsible to perform all other maintenance (i.e., all maintenance not performed by Tenant) including, but not limited to, the following:

- i. Repairing and replacing circuit breakers per manufacturer's recommendation.
- ii. Maintaining and updating software and programming for human machine interface.
- iii. Testing and calibrating meters and electronic equipment required for logging of connection data.
- iv. Removing rust and resealing and painting weathered surfaces as necessary.

- v. Replacing and repairing receptacles and space heaters.
- vi. Exercising all equipment at the substation, including circuit breakers, load interrupter switches, and lockout relays.
- vii. Repairing damage to vault and conduit systems due to normal wear and tear, including damage caused by flotsam; provided, however, that damage caused by tugboats, pilot boats, other Vessels, and Terminal equipment may be subject to additional charges if found to be in excess of normal wear and tear.
- viii. Repairing and maintaining all elements of the substation required to comply with applicable standards and best utility practices, including IEC/ISO/IEEE 80005-1.
- ix. Repairing and maintaining transformers, including 7.5MVA, and neutral grounding resistors.
- x.
- xi. Repairing and maintaining distribution equipment, including 12kV equipment directly serving 6.6kV substations.
- xii. Fire extinguisher required by Law and eye wash station inspections.
- xiii. Testing, repair, and replacement of battery systems, including any PG&E-required battery system.
- xiv. Repair and replacing of outdoor lighting and indicators.
- xv. Inspection and repair of the power bus system.
- xvi. Inspection and repair of components on or under Wharf deck.
- xvii. Any other necessary repair and replacement work required to operate the system safely and effectively.

(6) Maintenance Charge [Item No. 02535]

For Port-performed maintenance of the Shore Power System, whether Port-owned or Tenant-owned, the Tenant shall be subject to the following Maintenance Charge:

(a) Four Thousand One Hundred Dollars (\$4,100.00) per Shore Power Substation per month for tenancies longer than thirty (30) days, with any partial month at One Hundred Forty Dollars (\$140.00) per day, rounded to the nearest day.

(b) For tenancies shorter than thirty (30) days, One Hundred Forty Dollars (\$140.00) per Shore Power Substation per day, rounded to the nearest day.

(c) For tenancies longer than one month, the Maintenance Charge shall be deemed a pre-determined recurring charge and shall be payable in accordance with Item 02135(g) of this Chapter. For other tenancies, the Maintenance Charge shall not be deemed recurring and shall be payable also in accordance with Item 02135(g).

b. Non-Shore Power VECS [Item No. 02540]

(1) General Requirements

(a) At Tenant's sole cost, Tenant has the sole responsibility to procure and implement any VECS other than a Shore Power System, if Tenant deems it necessary to comply with the Regulation or any other applicable requirement.

(b) Tenant shall not moor to the Wharf or construct, place, and/or connect to any VECS on the Wharf or landside of the Wharf without prior written approval from the Port, including, but not limited to, all necessary permits or agreements.

(2) Tenant Reporting Obligations [Item No. 02545]

(a) Within five (5) business days of the Port's written request, Tenant shall submit documentation of the usage of any CAVECS at Tenant's facility including, without limitation, type, duration of use, berth identification, Vessel identification, and data regarding emissions captured or controlled. Tenant shall report using an electronic format acceptable to the Port.

(b) Within fifteen (15) business days of the Port's written request, Tenant shall provide the same documentation as required in subsection (a) above for any VECS that is not a CAVECS.

Section 5.01.080 Hazardous Materials Rules and Regulation

A. General Rules and Regulations

1. Rights of Refusal [Item No. 03105]

a. For the purpose of this Section 5.01.080 A.1.a., the Executive Director's authority shall not be delegated except in accordance with Chapter 2.01. The Executive Director shall be authorized and empowered to refuse permission to any Vessel carrying explosives, Hazardous or other Dangerous Cargo to berth at any dock, Wharf, bulkhead area or alongside any transit shed, whether publicly or privately owned, or to any person, firm, association, or corporation transporting explosives, Hazardous or Dangerous Cargo to or storing such materials at any dock, Wharf, bulkhead area or in any transit shed, whether publicly or privately owned, within the Port Area, or on any property under the control or jurisdiction of the Board of Port Commissioners of the City of Oakland whenever, in their sole judgment, such berthing or use of Port Area would be dangerous or hazardous.

b. The Executive Director, may at any time, cause any Dangerous Cargoes to be removed at the expense of the Vessel, cargo owner or Assignee.

2. Hazardous and Dangerous Cargo – Prohibited [Item No. 03115]

Except as otherwise provided in this Chapter it shall be unlawful for any person to handle, transport, load, discharge, stow or retain any class of explosives, Hazardous Materials or other Dangerous Cargo, aboard any Vessel within the Port Area, or to permit or cause to be permitted any flammables, corrosives, explosives, or other Dangerous Cargo as defined in the Governing Publications, and any applicable Law, to remain overnight on any dock, Wharf, bulkhead area or in any transit shed, whether publicly or privately owned, or within such places and in such manner except as may be approved by the Captain of the Port, the City of Oakland Fire Marshal, and the Executive Director.

3. Hazardous and Dangerous Cargo – Permit Required [Item No. 03120]

a. It shall be unlawful for any person, firm, association or corporation to handle, transport, load, discharge, stow, store or retain any class of explosives, Hazardous or other Dangerous Cargo as defined in the regulations named in this Chapter, on any Vessel, lighter, barge or other conveyance at or upon any dock, Wharf, bulkhead area or in any transit shed whether publicly or privately owned, within the Port Area unless such person shall first have applied for and have been issued a Hazardous Materials Permit or a Radioactive Materials Permit by the Executive Director in accordance with the procedures specified in Section 5.01.080

A.4. and unless such person, firm, or corporation shall agree to and shall comply with all of the terms and conditions that may be specified in such issued permit.

b. Subject to other provisions in Section 5.01.080 A.3., the Executive Director is authorized and empowered to issue such Hazardous Materials Permit or a Radioactive Materials Permits upon proper application therefore, and to provide therein such additional terms and conditions consistent with any applicable Law, relative to handling, transporting, loading, discharging, stowing, storing or retention of all classes of Hazardous Materials or other Dangerous Cargo as defined in regulations named in this Chapter which, at their discretion, may be necessary or desirable in the interest of public safety and security.

4. Hazardous and Radioactive Cargo Permits – Application and Procedures Requirements [Item No. 03125]

a. Application for a U.S. Coast Guard Application and Permit to Handle Hazardous Materials (Form CG-4260), Hazardous Materials Permit or a Radioactive Materials Permit shall include pertinent information relative to the Dangerous Cargo to be handled, transported, loaded stowed or stored, and/or retained aboard any Vessel, lighter, barge or other conveyance at or upon any dock, Wharf, bulkhead area, or in any transit shed, whether publicly or privately owned, within the Port Area or on any property under the control or jurisdiction of the Board of Port Commissioners of the City of Oakland. Exceptions to the required filing time may be made with the prior approval of the parties responsible to execute the permit.

b. The following requirements shall apply:

(1). The handling, loading, discharging or transporting of the certain dangerous cargoes listed in Section 5.01.080 A.4.b.(2) shall not be permitted in the Port Area unless a Hazardous Materials Permit is approved by the Captain of the in accordance with the procedures specified in Paragraph (f) below.

(2). These cargoes include explosives hazard class 1.1., 1.2, 1.5D, blasting agents, ammonium nitrates, and certain ammonium nitrate fertilizers as defined in 49 CFR Part 176.100 (Military and Commercial Explosives, Division 1.1 and 1.2), 49 CFR Part 176.415 (Division 1.5, ammonium nitrates and certain ammonium nitrate fertilizers), and 33 CFR Part 126.17 (Military and Commercial Explosives, Division 1.1 and 1.2) and are subject to specific restrictions contained in Section 5.01.080 B.

c. The following requirements shall apply:

(1). The handling, loading, discharging or transporting of certain dangerous cargoes listed in Section 5.01.080 A.4.c.(2). shall not be permitted in the Port Area unless a Hazardous Materials Permit or a Radioactive Materials Permit is approved by the City of Oakland Fire

Marshal and the Executive Director in accordance with the procedures specified in Section 5.01.080 A.4.e. In addition, the Captain of the Port shall be notified of the shipment, and a Coast Guard identification number shall be received and noted on the permit.

(2). These cargoes include the below and are subject to specific restrictions specified in Section III, Subsection B of this tariff: All Class 1 Explosives (Except for Limited Quantities of UN0012, UN0014 and UN0055); All Class 2.3 Toxic Gasses which are identified as a Poison Inhalation Hazard (PIH); All Class 5.1 Ammonium Nitrate and Ammonium Nitrate Fertilizers meeting the U.S. Coast Guard Permit Requirements in 49 CFR 176.415; All Class 6.1 Toxic Substances which are identified as a Poison Inhalation Hazard (PIH); All Class 6.2 Infectious Substances; and, All Class 7 Radioactive Materials.

d. Vessels scheduled to arrive in the Port Area with certain Dangerous Cargoes aboard shall, in addition to processing the applicable Port permits, comply with the following procedures:

(1). If the cargo is not scheduled for discharge at the Port, it shall be stowed below decks in a sealed hatch or magazine, which may not be opened while in port, or stowed in a sealed intact Container on or below deck in which case cargo movements shall not be performed within fifty (50) feet of that certain Dangerous Cargo. Cargo aboard the Vessel requiring re-shifting due to segregation requirements may be handled provided cargo does not remain on dock for more than two (2) hours.

(2). All shipments of explosive hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates, and certain ammonium nitrate fertilizers shipped from a foreign port may be inspected upon the laden Vessel arriving at berth before cargo discharge and loading operation commence to ensure the said Dangerous Cargoes are stowed in accordance with applicable regulations. If the stowage of the Dangerous Cargo is deemed to be unsafe the cargo may be required to be restowed at berth or at anchorage as determined appropriate by the Captain of the Port, the City of Oakland Fire Marshall, or the Executive Director.

(3). Incoming shipments of certain Dangerous Cargoes which are determined to exceed the quantity restrictions imposed by the Port shall be offloaded to a barge or lightering Vessel at anchorage prior to the incoming Vessel proceeding to a berth in the Port Area. After such Vessel has finished loading, discharging, or handling cargo at the berth, the Vessel may receive the previously lightered certain Dangerous Cargo upon clearing the Port Area.

(4). If an inspection of the incoming certain Dangerous Cargoes discloses conditions that in the opinion of the Captain of the Port, the City

of Oakland Fire Marshal, or the Executive Director is unsafe, such Vessel shall remain at anchorage until such conditions have been corrected to the satisfaction of the Captain of the Port, the City of Oakland Fire Marshal, and Executive Director.

e. Where a Port Hazardous Materials Permit or a Radioactive Materials Permit is required to be completed before the transfer of certain Dangerous Cargoes, the following procedure shall apply:

(1). Application shall be made in writing on the forms provided by the Port not less than two (2) working days in advance of the time required for use and shall include pertinent information relative to the Dangerous Cargo to be handled as well as any other information or documentation specified in this Chapter. Exceptions to the required filing time may be made with the prior approval of the parties required to execute the permit.

(2). The Hazardous Materials Permit shall be processed first through the City of Oakland Fire Marshal and finally through the Executive Director. Upon full execution of the Port Permit form by all parties concerned, the Port shall make distribution of the signed form to the appropriate parties.

(3). The applicant shall retain the original copy of the approved permit and present the same, upon request, to the authorized representatives of the Coast Guard, Fire Department, and/or the Port.

f. Where a U.S. Coast Guard Application and Permit to Handle Hazardous Materials (Form CG-4260) is required to be completed before the transfer of certain dangerous cargoes, the following procedure applies:

(1). Requests for handling of dangerous cargoes requiring the use of U.S. Coast Guard Application and Permit to Handle Hazardous Materials (Form CG-4260) shall be submitted in writing via email to the Container Inspection Station at D11-DG-SectorSF-Containers@uscg.mil not less than five (5) business days prior to the requested date of transaction in accordance with U.S. Coast Guard Sector San Francisco Maritime Security Information Bulletin (MSIB) 15-03.

5. Dangerous Cargo Handling and Storage on Dock [Item No. 03130]

a. Except as otherwise provided in this tariff, it shall be unlawful for any person to permit dangerous cargo subject to permit requirements to remain overnight on any dock, wharf, or bulkhead area or in any transit shed, whether publicly or privately owned, in the Port Area, unless such person shall first have applied for and been issued a Port Hazardous Materials Permit or Radioactive Materials Permit and unless such cargo is properly packaged and stowed in approved, intact, fully enclosed cargo tanks or Containers or in a covered transit

shed or warehouse equipped with adequate firefighting equipment as determined by the City of Oakland Fire Marshal. All Dangerous Cargo shall be stowed so as to ensure the cargo is readily accessible to personnel responding to emergencies. Placards or labels indicating the cargo's hazard class shall be readily visible. When stowed in cargo Containers the doors shall be readily accessible for opening.

b. The City of Oakland Fire Marshal and the Port's Executive Director, Director of Maritime, and Office of the Chief Wharfinger shall be notified when the amount of Dangerous Cargo stowed in Containers at a facility exceeds ten percent (10%) by volume, or in the case of Breakbulk Cargo, when ten percent (10%) of the total weight of cargo on the facility is dangerous

6. Labeling, Packaging and Documentation Requirements [Item No. 03135]

In order to comply with the United States Department of Transportation Regulations (49 CFR, Parts 100-185, as such parts may be amended or superseded), the following shipping paper data is required for the delivery of Hazardous Cargoes to any Terminal within the Port Area of the City of Oakland:

a. Complete shipper's name and address, and the twenty-four (24) hour telephone number for emergencies;

b. Carrier's name and address;

c. Complete consignee's name and address, to include the overseas port of destination on exports;

d. Proper DOT or IMO shipping name; i.e. the technical name of the cargo being shipped as listed in Title 49 of the CFR and IMO;

e. Hazard Class and United Nations identification number (for international shipment) of the material being shipped;

f. Kind and number of Containers, applicable Container number(s), number of packages, individual weights and total weight;

g. Labels required;

h. Shippers Certification:

A shippers certification number must appear on every Bill of Lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, HARKED AND LABELED, AND ARE IN PROPER. CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION (or INTERNATIONAL MARITIME

ORGANIZATION — if being shipped overseas).

This certification is to be accompanied by a legible signature of the person certifying above the typed name and title of the signatory, as well as properly documented special instructions, exceptions, or exemption information, if required.

7. Variances from Port Regulations Applying to Dangerous Cargoes [Item No. 03140]

Request for variances of any requirements outlined in this Chapter pertaining to the handling of Dangerous Cargoes shall be directed to the Executive Director.

8. Accident Reporting Requirements [Item No. 03145]

a. An immediate verbal report of any release or threatened release of Hazardous Material/Dangerous Cargo (such as corrosives, explosives, flammable, poisons, hazardous substances etc.) shall be made to:

(1) The local emergency response agency (Oakland Fire Department) — (911);

(2) Port, Maritime Division — Chief Wharfinger: between 7:30 a.m. and 4:00 p.m.: (510-627-1403); after 4:00 p.m. and before 7:30 a.m.: (650-622-2114);

(3) Governor's Office of Emergency Services (OES) at (800-852-7550) or (916-262-1621);

(4) U.S. Coast Guard Sector San Francisco Command Center at (510-399-3547);

(5) National Response Center (800-424-8802); and

(6) Nuclear Regulatory Commission (800-368-5642), if applicable; This immediate report should include:

(a) Location of the release or threatened release;

(b) The name(s) and telephone number of the person(s) reporting;

(c) Hazardous Material involved;

(d) Estimates of the quantity; and

(e) Potential hazards presented by the material.

b. Any person in charge of a Vessel or a facility as soon as they have knowledge of any discharge of oil or a hazardous substance from that Vessel or

facility in violation of the Federal Water Pollution Control Act (33 U.S. Code, Clean Water Act), as such laws may be amended or superseded) or accidental release of Dangerous Cargo, shall report the same immediately. Discharge of Hazardous Materials, Dangerous Cargoes or hazardous substances shall be reported immediately in the manner described in Section 5.01.080 A.8.a. Discharges of oil shall be reported to:

- (1). National Response Center (800-424-8802);
- (2). The Contracted Oil Spill Response Organization;
- (3). U.S. Coast Guard Sector San Francisco Command Center at (510-399-3547);
- (4). Governor's Office of Emergency Services (OES) at (800-852-7550) or (916-262-1621);
- (5). City of Oakland Fire Department – (911); and
- (6). Port, Maritime Division - Chief Wharfinger: between 7:30 a.m. and 4:00 p.m.: (510-627-403); after 4:00 p.m. and before 7:30 a.m.: (650-622-2114).

c. Vessels enroute to the Port which have a Hazardous Condition shall not proceed into the Port Area until notifying the U.S. Coast Guard Vessel Traffic Service or Captain of the Port, the City of Oakland Fire Marshal, and the Port's Maritime Division, Office of the Chief Wharfinger, about the nature of the Hazardous Condition present. Vessels with Hazardous Conditions shall follow the directions outlined by the Coast Guard Vessel Traffic Service Vessel or the Captain of the Port, City of Oakland Fire Marshal and the Port's Maritime Division, Chief Wharfinger.

“Hazardous Condition” shall mean any condition that could adversely affect the safety of a Vessel, the Port Terminals or shore area or environmental quality of the Port's waters. Such conditions include, but are not limited to fire, explosion, leakage or damage to a Vessel or Dangerous Cargoes transported by a Vessel. [Item No. 03145]

9. Technical Advice: Handling and Packaging Chemical Hazards Clean-Up Procedures [Item No. 03150]

Questions concerning procedures for handling or packaging, chemical hazards and clean-up procedures may be referred to the following industry sponsored organizations:

- a. For information on handling and packaging of dangerous materials: Pipeline and Hazardous Materials Safety Administration – Hazmat Information Center (800-467-4922); and

b. For notification of dangerous spills and information on chemical hazard and clean-up procedures: CHEMTREC (800-424-9300).

10. Facilities Requirements [Item No. 03155]

All waterfront facilities and Terminals on Port property, prior to handling Dangerous Cargoes, shall meet all conditions of a “Designated Waterfront Facility” as prescribed in “Handling of Dangerous Cargo at Waterfront Facilities” (33 CFR Part 126). The Terminal Operator shall be responsible for ensuring adequate operational and safety requirements in compliance with this Chapter and all applicable Law.

11. Discharge and Dumping Prohibited [Item No. 03160]

a. It shall be unlawful for any person to discharge, pump, deposit or dispose of, or to cause or suffer to be discharged, pumped, deposited or disposed of, or pass or allow to escape in or into or upon the waters within the Port Area any soil, spirits, or flammable liquid, or any crude petroleum, coal tar, or refuse or residuary product of coal tar, petroleum, asphalt, bitumen, or other carbonaceous material or substance, or any compound thereof, or any other pollutant material or substance, or any bilge water containing any of said materials or substances.

b. Terminal Operators and any other person assigned a Terminal facility that receives oily waste, noxious liquid substances, or garbage from applicable size Vessels shall provide a Terminal waste reception facility within the Port Area and shall obtain and maintain a current “Certificate of Adequacy” issued by the Captain of the Port to cover such operations. Such operations shall comply with all Law concerning such facilities.

c. The Terminal Operator or other authorized Operator of a Terminal waste reception Facility is required to present such current “Certificate of Adequacy” upon request, to a U.S. Coast Guard, Fire Department and/or Port representative.

12. Hot Work Prohibited [Item No. 03165]

a. “Hot Work” shall mean any operation involving oxyacetylene or electric welding, burning, cutting or other heat producing activities.

b. No Hot Work shall be conducted on any waterfront facility or Vessel moored thereto in the Port Area when Dangerous Cargo is present unless a properly executed and valid U.S. Coast Guard Welding And Hot Work Permit (Form CG-4201) is on file at the Terminal and advance notification has been given to Captain of the Port, the City of Oakland Fire Marshal, and the Port Maritime Division, Chief Wharfinger.

B. Specific Hazardous Restrictions

1. Explosives, Oxidizers, Blasting Agents and Ammonium Nitrates [Item No.

a. It shall be unlawful for any Vessel to bring into the Port Area any explosives hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates and certain ammonium nitrate fertilizers as defined in the regulations named in this tariff and except in such quantities and in such places and manner, as pursuant to this tem, may be designated his tariff except as provided and approved by the Captain of the Port, the City of Oakland Fire Marshal and the Executive Director.

b. Unless a U.S. Coast Guard Application and Permit To Handle Hazardous Materials (Form CG-4260) and Port Hazardous Materials Permit shall first have been issued as herein provided, it shall be unlawful for any person to discharge, unload or handle any explosives hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates and certain ammonium nitrate fertilizers directly from any Vessel or other conveyance, to or upon any dock, Wharf or bulkhead area or transit shed, whether publicly or privately owned within the Port Area or handle or stow the same from, to or at any dock, Wharf, bulkhead area or transit shed, whether publicly or privately owned directly upon any Vessel, or to be stored in any manner while awaiting transit on any street, railroad yard or any property under the control or jurisdiction of the Board of Port Commissioners of the City of Oakland

c. Any Vessel with explosives hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates and certain ammonium nitrate fertilizers aboard which is scheduled to handle, load, discharge, stow other cargo or bunker in the Port Area shall first discharge all such cargoes that are not stowed or contained in sealed hatches, or sealed steel magazines or sealed Containers onto a barge, lighter or other Vessel provided for the purpose at such points as may be designated by the proper Federal authority before said Vessel shall be allowed to berth at any dock, Wharf or bulkhead area or at any transit shed, whether publicly or privately owned, within the Port Area. After such Vessel has finished handling, discharging, loading or stowing the other cargo at the berth, it shall pick up all of the aforesaid explosives hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates and certain ammonium nitrate fertilizers after clearing the Port Area. In case such cargoes are for final discharge or unloading within the Port Area the same shall only be discharged from such Vessel to shore at such place and in such manner as designated and approved by the Captain of the Port, the City of Oakland Fire Marshal, and the Executive Director. Such cargoes for outbound shipment from any dock, Wharf, bulkhead area or transit shed whether publicly or privately owned, within the Port Area shall be handled in the same manner as herein provided for Inbound cargo movements.

d. It shall be unlawful for any person to open any sealed hatch or sealed magazine or Container containing explosives hazard class 1.1, 1.2, 1.5D blasting agents, ammonium nitrates and certain ammonium nitrate fertilizers except small caliber fixed ammunition, or to cause or permit such sealed hatch, magazine or Container to be opened aboard any Vessel, while the same is berthed at any Wharf or Terminal structure, whether publicly or privately owned, within the Port Area

except for the purpose of inspection by the proper Federal, State or Municipal authority.

e. The following specific restrictions apply:

(1). Shipments of Class 1.1, 1.2, and 1.3 explosives, ammonium nitrates and certain ammonium nitrate fertilizers shall be limited to a total amount of thirteen and one half (13.5) Tons (net explosive weight) at any one facility or Terminal at one time, and except for Class 1.2 and 1.3 explosives and oxidizers, as defined in the Hazardous Materials Regulations, such cargo shall not remain on the Terminal in excess of two (2) hours and shall be “Last On and First Off” the Vessel. Class 1.2 and 1.3 explosives and oxidizers, as defined in the Hazardous Materials Regulations, may remain on the Terminal during the day of sailing but in no case more than twenty-four (24) hours.

(2). Shipments of Class 1.4 explosives and Class 1.5 blasting agents, as defined in the Hazardous Materials Regulations, are limited to an aggregate one hundred (100) Tons (net explosive weight) each stowed at any facility or Terminal at one time. Class 1.4 explosives and Class 1.5 blasting agents, as defined in the Hazardous Materials Regulations, may remain on the Terminal during the day of sailing but in no case more than twenty-four (24) hours

(3). Larger lots of the materials referenced in this Subsection may be handled if approved by the Captain of the Port, City of Oakland Fire Marshal, and the Executive Director. Such request will be considered on an individual basis and will be subject to Section 5.01.080 A.1.

2. Flammable/Combustible Liquids [Item No. 03180]

a. Vessels shall be allowed to discharge and/or take on board flammable or combustible liquids through pipeline or portable hose at any time, at such Port localities as may be specified to the approval of the City of Oakland Fire Marshal and the Executive Director.

b. Vessels shall be permitted to discharge and to take on board bulk flammable or combustible liquids at Marine Terminal facilities within the Port Area only between 8:00 a.m. and 5:00 p.m. unless prior notice of intent to load and/or unload such flammable or combustible liquids after 5:00 p.m. is first given to the Port Maritime Division, Office of the Chief Wharfinger, and the City of Oakland Fire Marshal. Barges, trucks, or railroad cars containing such flammable or combustible liquids for delivery to a Vessel shall not be permitted to remain on Port property if the Vessel is not ready for immediate loading of such flammable or combustible liquids and shall not be allowed to remain in an open or covered area on the Port property unless the Vessel is ready to load within a reasonable time after delivery to the Terminal.

c. The storing, retention, or use of packaged or bulk flammable or combustible liquids on Port Premises is strictly prohibited except at such localities and in such quantities as may be specifically approved by the City of Oakland Fire Marshal.

3. Bulk Dangerous Cargoes [Item No. 03185]

a. Bulk Dangerous Cargoes shall not be transported or transshipped from one tank or Container to another in the Port Area without first receiving permission from the City of Oakland Fire Marshal and the Executive Director.

b. All transfers of bulk liquid or gaseous Dangerous Cargoes or products, including ship's stores and bunkers and lubricating oils, shall be in accordance with the following federal regulations as applicable: 33 CFR Subchapter L (Waterfront Facilities); 33 CFR Subchapter M (Marine Pollution Financial Responsibility and Compensation); 33 CFR Subchapter O (Pollution) and, 46 CFR Subchapter D (Tank Vessels).

c. The transfer of chlorine from one shipping package to another is prohibited.

4. Radioactive and/or Fissile Materials [Item No. 03190]

a. Unless otherwise specifically provided in this Section 5.01.080 B.4., no person shall store, keep, handle, use, dispense, or transport at, in, or upon any facility or other property under the jurisdiction and control of the Port any nuclear material, including, but not limited to: uranium and/or thorium; irradiated fuel elements used for research and development purposes; any new reactor fuel or elements thereof; or, any radioactive waste material moving under special permit or escort, without at least two (2) working days prior written notice to and receipt of an approved Port Radioactive Materials Permit.

b. The requirements of this Section 5.01.080 B.4. shall be in accordance with the following federal regulations as applicable: 10 CFR Parts 1-199 (Nuclear Regulatory Commission); 33 CFR Parts 151-159 (Pollution (MARPOL 73/78 Rule)); 40 CFR Parts 116-117 (Environmental Protection Agency Hazardous Substances); 40 CFR Parts 260-280 (Hazardous Waste); 49 CFR Parts 400-499 (Safety Approval of Cargo Containers); and, IMO IMDG CODE (International Maritime Dangerous Goods Code).

c. Exceptions to Section 5.01.080 B.4.a. shall be as follows:

(1). Certain radioactive materials such as smoke alarms, heart pacemakers, clocks, medical isotopes, and calibration sources are excepted by Federal and International regulations from specific packaging, marking, labeling and placarding requirements if they meet certain criteria as defined and indicated in:

- (a) 49 CFR §172.101 (Purpose and use of the hazardous materials table);
- (b) 49 CFR §173.421 (Excepted packages for limited quantities of Class 7 (radioactive) materials);
- (c) 49 CFR §173.422 (Additional requirements for excepted packages containing Class 7 (radioactive) materials);
- (d) 49 CFR §173.424 (Excepted packages for radioactive instruments and articles);
- (e) 49 CFR Part 173.426 (Excepted packages for articles containing natural uranium or thorium); and
- (f) 49 CFR §173.428 (Empty Class 7 (radioactive) materials packaging)

Items so excepted by these regulations shall not require Port approval.

(2). Spent nuclear fuel rods and other irradiated fuel elements not otherwise specified in Section 5.01.080 B.4.a. shall be banned from any Port facility. Any Vessel carrying such materials shall be barred from docking at any dock, Wharf, bulkhead area, whether publicly or privately owned under the control or jurisdiction of the Board.

Section 5.01.090 Dockage

A. Application of Dockage Rates [Item No. 04105]

1. Except as otherwise specifically provided in this Chapter, Dockage Charges shall be assessed against the Vessels in all trades at the full Dockage rates set forth in Section 5.01.090 F.

2. When a Vessel is assessed Dockage for a period of twenty-four (24) hours at a Wharf owned or operated by, or under Assignment or franchise from the Port, it may use the same or, upon prior approval of the Director of Maritime, any other Wharf within the Port during that twenty-four- (24)-hour period without further charge, regardless of how often it may leave or return.

3. When a Vessel changes its position from an outside to an inside berth, or otherwise changes its status so that it would be liable to pay Dockage at a different rate as provided in this Chapter, the Dockage due under the changed status shall be assessed from the time such change takes effect.

4. Forty percent (40%) of the full Dockage rates set forth in Section 5.01.090

F. shall apply for:

- a. Barges, lighters and other Vessels berthed off-shore of a Vessel that is paying full dockage;
- b. Barges, lighters and other Vessels berthed off-shore of a Vessel at a Wharf discharging, loading or lying idle;
- c. Barges, lighters and other Vessels exclusively engaged in Inland Waterways while receiving or discharging ballast, receiving stiffening, taking on stores, supplies, dispensing, or receiving bunker fuel or watering only;
- d. Commercial fishing Vessels;
- e. Non-Operative Vessels berthed off-shore or alongside a Port Wharf. Application to berth a Non-Operative Vessel shall be made to the Director of Maritime, upon Temporary Wharf Assignment Forms provided by the Port;
- f. Barges, lighters and other Vessels when occupying an outside berth or when berthed at or made fast to a Non-Operative Facility or other structures not designed or intended to accommodate the loading-and unloading of cargo; and
- g. Vessels or floating equipment not designed for the loading and discharging of passengers and cargo.

B. Dockage Period [Item No. 04110]

1. Dockage shall commence upon a Vessel when made fast to a Wharf, pier, seawall structure or bank, or when moored to a Vessel so berthed, and shall continue until such Vessel is completely free from and has vacated the berth. If a Vessel straddles two berths, Dockage shall be assessed at the berth where the majority (more than fifty percent (50%)) of the Vessel length overall, rounded to the nearest meter, is berthed.

2. Dockage periods are calculated on a twenty-four-(24)-hour basis, or fraction thereof, and include Saturdays, Sundays, and Holidays.

C. Payment of Dockage Charges [Item No. 04115]

Dockage Charges assessed pursuant to this Chapter are due and payable as incurred and shall be paid by the Vessel so assessed, through its master, owner, agent or other person duly authorized to do so in accordance with the provisions specified in: Section 5.01.070 F. (Terms and Conditions of Payment); Section 5.01.070 G. (Payment of Charges); and Section 5.01.070 I. (Credit Rules).

D. Free Dockage [Item No. 04120]

Free Dockage will be accorded to barges, lighters, and other Vessels when, at the discretion of the Executive Director, conditions may warrant the temporary suspension of applicable

Dockage Charges against:

1. Combat and training Vessels (including Vessels auxiliary thereto) of the United States or other federal agencies and similar Vessels of another nation; or any Vessels owned or operated by the State of California or any other State as well as Vessels engaged solely in research, education, or training;
2. Vessels that are engaged exclusively in exhibitions whose sole purpose is the promotion of trade;
3. Tugboats actively engaged in a towing operation or when berthed offshore of a Vessel or alongside a Wharf or other structure while awaiting completion of a towing operation;
4. Pilotage or tugboats while picking up or dropping off pilots or other crew members; and
5. Crane or derrick barges while being used in stevedoring operations.
6. Barges while operating as a VECS or CAVECS (as such terms are defined in Section 5.01.070 Y) alongside a Vessel.

E. Basis for Computing Dockage [Item No. 04125]

1. Except as otherwise specifically provided in this Chapter, Dockage shall be based on the overall length of the Vessel as shown in Lloyd's Register. If the overall length of the Vessel is not recorded in the Lloyd's Register, the Vessel's Certification or Registry or other recognized documents showing the length of the Vessel may be accepted. The Executive Director has reserved the right to measure Vessels when necessary to obtain measurements for use as the basis of its charges; otherwise, such Vessels shall be denied the use of the wharves and other facilities provided by the Port.

2. For the purpose of this Chapter, the overall length of the Vessel is the linear distance expressed in meters from the most forward point on the bow of the Vessel to the aftermost part of the stern of the Vessel measured as parallel to the base line of the Vessel.

a. Fractions of less than one-half (0.5) meter shall be discarded when determining overall length.

b. Fractions of one-half (0.5) meter or more shall be increased to the next whole meter when determining overall length.

F. Full Dockage Rates On Vessels Engaged In All Trades

1. Dockage Rates shall be as follows:

Length of Vessel Overall (meters)		Rate for First 24-hr Period or Part Thereof (\$) <i>see Note 1</i>	Length of Vessel Overall (meters)		Rate for First 24-hr Period or Part Thereof (\$) <i>see Note 1</i>
Over	Not Over		Over	Not Over	
0	30	106.00	210	225	4,528.00
30	45	153.00	225	240	5,235.00
45	60	213.00	240	255	5,995.00
60	75	299.00	255	270	6,806.00
75	90	442.00	270	285	7,663.00
90	105	696.00	285	300	8,574.00
105	120	997.00	300	315	9,537.00
120	135	1,348.00	315	330	10,548.00
135	150	1,751.00	330	345	11,610.00
150	165	2,204.00	345	360	12,724.00
165	180	2,709.00	360	375	13,885.00
180	195	3,267.00	375	390	15,104.00
195	210	3,871.00	390	---	see note 2
<p>Note 1. Charges beyond the first twenty-four (24) hours shall be assessed in whole six- (6)-hour increments at twenty-five percent (25%) of the full rate for each subsequent six- (6)-hour period.</p>					
<p>Note 2. The rate for Vessels over three hundred ninety (390) meters in overall length shall be Thirty-Eight Dollars (\$38) for each meter of overall length or fraction thereof in excess of three hundred ninety (390) meters in addition to the charge of Fifteen Thousand One Hundred Four Dollars (\$15,104.00).</p>					

Section 5.01.100

Wharfage – Rules and Regulations

A. Application of Wharfage Rates [Item No. 05105]

1. Except as otherwise provided in this Chapter, Wharfage shall be assessed in addition to other charges named in this Chapter.

2. Wharfage rates applicable will be those in effect on the date that a Vessel commences discharging or loading of cargo.

3. Except as otherwise provided in this Chapter, Wharfage rates shall be assessed as follows:

a. Containerized Cargo and Empty Shipping Containers:

(1). Wharfage shall be assessed on cargo in Containers according to the commodity description, rate basis and the provisions specified in

Section 5.01.110 A. through Section 5.01.110 B.

(2). Commodities not specifically named in this section will be subject to the Cargo N.O.S. rate basis specified in Section 5.01.110 A.

b. Non-Containerized Cargo:

(1). Wharfage shall be assessed charges in cents per one thousand (1,000) kilograms or cubic meter as specified in Section 5.01.120; or according to the Vessel's manifest, on whichever basis the water freight charges are assessed.

(2). On cargo moving on other than a weight or measure basis (i.e. per package, per unit, combination weight and measure basis) Wharfage shall be assessed in cents per one thousand (1,000) kilograms or cubic meter, whichever will result in the greater revenue.

(3). Commodities not specifically named in this Section 5.01.100 shall be subject to the Cargo N.O.S. rates in Section 5.01.120.

(4). Cargo which is not covered by a regular commercial shipping line's manifest, and is not moving under regularly established commercial rates published in commercial tariffs, but is moving to or from ports that are served by Vessels operating in regular trade routes under commercial tariffs, shall be assessed Wharfage on the same basis as the freight charges on such cargo would have been assessed on Vessels operating in such regular trade routes under commercial tariffs.

(5). Transferred Cargo received at a Terminal shall be assessed the applicable Wharfage on the basis as cargo moving by Vessel at the rate of One Hundred Forty-Six Dollars (\$146) per TEU prior to leaving the Terminal. Transferred Cargo moving by land vehicle from one Terminal to another will be assessed only one Wharfage charge at One Hundred Forty-Six Dollars (\$146) per TEU which shall be assessed at the final Port Terminal, unless a Port Wharfage charge is not applicable at that Terminal in which event the charge will be assessed at the first Terminal. However, Transferred Cargo may be assessed the lower rates in Sections 5.01.110 A. through 5.01.110 B. when the owner, agent, or other person in charge of such cargo provides the Port written verification that the commodities are those specifically named in those Sections.

(6). Transshipped Cargo discharged and assessed applicable Wharfage at one Terminal and directly reloaded to a Vessel at the same or another Port Terminal will be assessed the applicable Wharfage at the initial discharge only. The applicable Wharfage on Transshipped Cargo shall be assessed in accordance with Sections 5.01.110 A. through 5.01.110 B. whether assessed at the initial discharge, or at the final Port Terminal because no Wharfage charge was applicable at the initial Terminal.

Transshipped commodities shall be subject to Port audit and verification. In the event such audit finds the transshipped commodities are not specifically named under Sections 5.01.110 A. through 5.01.110 B. then Wharfage shall be assessed under the rates for Cargo, N.O.S. in Section 5.01.110 B. When transshipment is substituted for direct call of Vessel, the charges on cargo so handled shall be the same as that applicable to cargo handled on direct call.

B. Manifests and Statements [Item No. 05110]

1. The owner, agent, master, or other person in charge of a Vessel or cargo shall deliver to the Director of Maritime not later than forty-eight (48) hours after the date of the Vessel's departure a full and correct statement (signed and certified on forms furnished by the Port) of Wharfage assessed and collected on all cargo of every kind discharged from and or loaded to such Vessel at such Terminal, specifying the character and quantity of each kind of such cargo as identified in this Chapter, and such other information as may be specified on such forms, including, but not limited to, the total number of loaded and empty Containers. For the purpose of consideration of Wharfage correction, the owner, agent, master, or other person in charge of a Vessel or cargo shall deliver corrections to cargo information previously submitted or additional information previously unavailable, not later than one hundred twenty (120) days after the date of the Vessel's departure.

2. The owner, agent, master, or other person in charge of a Vessel or cargo, in addition to providing full and correct statements, shall within the time specified above, deliver to the Director of Maritime those portions of the Vessel manifest and or bills of lading that are reasonably necessary to verify the information provided on said statements.

3. In addition to the statements and documents required to be submitted under Sections 5.01.100.B.1. and 5.01.100.B.2., use of any Port facility by the owner, agent, master, or other person in charge of a Vessel or cargo shall constitute authorization for the release of operational information pertaining to such Vessel activity, as may be reasonably required from time to time by the Director of Maritime to verify cargo loaded and or discharged at the Port.

4. Neglect or refusal by any person to comply with the provisions in Sections 5.01.100 B.1., 5.01.100 B.2., and 5.01.100 B.3. and/or deliberately falsifying statements and documents by any person may, at the discretion of the Executive Director, result in such person being subject to the penalties prescribed in law and in this Chapter. In addition, any person who fails to submit a statement of Wharfage charges within the times provided herein shall pay to the Port the sum of One Hundred Sixty Three Dollars (\$163) for each Wharfage statement that the Director of Maritime is required to prepare as a result of the noncompliance with the provisions of Sections 5.01.100 B.1., 5.01.100 B.2., and 5.01.100 B.3.

C. Payment of Wharfage Charges [Item No. 05115]

1. Wharfage charges assessed pursuant to this Chapter are due and payable as incurred and, shall be paid by the Vessel so assessed, through its master, owner, agent, or other person duly authorized to do so, in accordance with the provisions specified in: Section 5.01.070 F. (Terms and Conditions of Payment); Section 5.01.070 G. (Payment of Charges); and Section 5.01.070 I. (Credit Rules).

2. When it is requested that Wharfage charges be assessed and collected directly from the cargo owner or federal agency, and, when satisfactory guarantee of payment is given to the Port, the Wharfage charges shall be assessed and collected from the cargo owner or federal agency making the request, pursuant to all applicable terms and conditions of this Chapter.

3. If a Vessel straddles two berths, Wharfage shall be assessed at the berth where the majority (more than fifty percent (50%)) of the Vessel length overall, rounded to the nearest meter, is berthed.

D. Free Wharfage [Item No. 05120]

No Wharfage shall be assessed on:

1. Handling and stevedoring tools, equipment, appliances, and supplies taken on Wharf for the sole purpose of loading and of discharging a Vessel;

2. Personal baggage of passengers (excluding household goods and automobiles) when carried on same Vessel as passenger and on which no revenue is collected by the water carrier;

3. Cargo which a Vessel discharges and reloads prior to departure, in order to load or discharge other cargo (overstowed or restowed cargo); or

4. Ballast in bulk, which is not manifested as cargo, has no commercial value and is handled direct between Vessel and barge or shore tank.

5. Cargo Directly related to the operation of a CAVECS alongside a Vessel (e.g., an emissions capture barge).

Section 5.01.110 Wharfage, Containerized Cargo

A. Rate Basis A [Item No. 06200]

Except as otherwise provided in this Chapter, the applicable per TEU rates, expressed as dollars per TEU shall be governed by Rate Basis A, for the specified commodities in this Subsection.

Rate Basis A shall be Ninety-Nine Dollars and Ninety-Three Cents (\$99.93) per TEU, or:

Container Length in Meters	0 – 7M (20 Ft.)	7 – 9M (24 Ft.)	9 - 13M (40 Ft.)	Over 13M (45 Ft.)
Per Container Rate	\$99.93	\$120.38	\$199.86	\$224.85

The following commodities as containerized cargo shall be assessed at this Rate Basis A:

1. Animal Feed and Miscellaneous Grains, viz: hay, N.O.S. baled, pelletized or cubed, used for animal feed; oilseeds; safflower seed; rapeseed; castor seed; [Item No. 06200]
2. Borates: borax; [Item No. 06200]
3. Boric Acid; [Item No. 06200]
4. Cargo, N.O.S., Containerized, in bulk; [Item No. 06200]
5. Cereal, viz: wheat in bags or in bulk; rice; [Item No. 06200]
6. Coal; [Item No. 06200]
7. Cocoa Beans; [Item No. 06200]
8. Coffee, green, in bags; [Item No. 06200]
9. Coke; [Item No. 06200]
10. Cotton, viz: cotton or cotton lintens, baled; [Item No. 06200]
11. Dried Leguminous Vegetables, viz: beans; peas; lentils; [Item No. 06200]
12. Earths, Stone and Similar Products, viz: asbestos, crude; concrete; bricks; stones; diatomaceous earth; tiles (asphalt, ceramic, composition, marble; magnesite (magnesium oxide); asphalt; gilsonite (uintaite); granite; clay; [Item No. 06200]
13. Fertilizer or Fertilizing Materials, N.O.S.; [Item No. 06200]
14. Food and Food Preparations for Human Consumption, viz: fresh/frozen, including fish; shellfish; meat; poultry; fruits and vegetables;
15. Fruit, Dried, Including Nuts; [Item No. 06200]
16. Fruit, Tropical, N.O.S., viz: canned or preserved, including juice or concentrate with or without other ingredients; [Item No. 06200]
17. Grains for Human Consumption, viz: cereal grains; corn; oats; [Item No. 06200]

18. Hides and Skins: raw, undressed, N.O.S.; [Item No. 06200]

19. Household goods or personal effects, N.O.S., used, not new, packed in Containers or lift vans suitable for forklift loading and handling (includes private vehicles in mixed Container loads with person effects) in the domestic trade only; [Item No. 06200]

20. Lumber and Forest Products, in the rough, viz: hardwood and softwood, burls, untreated, including poles; piles; posts; pulpwood; sawlogs; ties; veneer logs; woodchips; woodpulp; woodsticks; [Item No. 06200]

21. Lumber and Forest Products, Sawed, viz: lumber, sawed, loose, or in bundles; sawed building lumber; with the exception that Timber, sawed (Pinus Radiata), Inbound only in forty- (40)-foot Containers shall be assessed at the rate of One Hundred Sixty-Two Dollars and Fifty Cents (\$162.50) per forty (40)-foot Container; [Item No. 06200]

22. Metals and Manufactures thereof: articles, loose, in bundles coils or packages, viz: angles; bars; beams; billets; blanks; blisters; blooms: bolts; bridge sections; cans, aluminum, new, empty; channels; finished or unfinished fabricated structures; foil, aluminum; ingots; nails; nuts; pigs; pilings; pipe; plate; rails; rods; screws; sheets; slabs; structures; tie plates; tin plate; unfinished shapes; washers and wire, including barbed wire; scrap metal, N.O.S., includes scrap batteries; with the exception that the Rate Basis A for OCP Cargo of these commodities shall be Eighty-Six Dollars and Thirty Cents (\$86.30) per TEU, or:

0 – 7M	\$86.30
7 – 9M	\$103.34
9 – 13M	\$173.74
Over 13M	\$195.32

[Item No. 06200]

23. Nursery Stock, Live: including plants, trees, bulbs and root systems, under temperature control; [Item No. 06200]

24. Paper and Paper Products, In Rolls Only viz: Boxboard; cardboard; kraftboard; Linerboard; newsprint; paperboard; sacking paper; [Item No. 06200]

25. Racks, KD, Empty viz: with the exception that used automobile parts racks or engine racks being returned to origin in forty- (40) foot Containers; shall be assessed at a rate of One Hundred Sixty-Two Dollars and Thirty-Nine Cents (\$162.39) per forty- (40)-foot Container; [Item No. 06200]

26. United States Mail; [Item No. 06200]

27. Waste and Scrap of Plastic; and [Item No. 06200]

28. Waste Paper and Scrap Paper, N.O.S. [Item No. 06200]B. Cargo Not Otherwise Specified [Item No. 06400]

Except as otherwise provided in this Chapter, the applicable per TEU rates for containerized cargo expressed as dollars per TEU for commodities listed in this Subsection shall be One Hundred Eighty-Four Dollars and Eighty-Seven Cents (\$184.87) per TEU or:

Container Length in Meters	0 – 7M (20 – Ft.)	7 – 9M (24 – Ft.)	9 – 13M (40 – Ft.)	Over 13M (45 – Ft.)
Per Container Rate	\$184.87	\$222.36	\$369.75	\$415.96
Cargo N.O.S.: Containerized (includes Vessel stores and supplies as well as containerized loads of mixed commodities)				

B. Specified Commodities in Containers

Except as otherwise provided for in this Chapter, the following commodities when carried in Containers, shall be assessed the following applicable rates as specified:

1. Vehicles, viz: automobiles, pickup trucks or chassis, pleasure, non-commercial not to exceed ten (10) passengers per vehicle, Set Up, on wheels shall be Eighty-Six Dollars and Thirty Cents (\$86.30) per Container; [Item No. 06900]

2. Commercial Vehicles: wheeled or tracked, including chassis, freight trailers, lift-trucks, agricultural, earth moving, or road making equipment, and including all military cargo shall be One Hundred Forty-Six Dollars and Forty-Nine Cents \$146.49), or: [Item No. 06902]

Container Length in Meters	0 – 7M (20 – Ft.)	7 – 9M (24 – Ft.)	9 – 13M (40 – Ft.)	Over 13M (45 – Ft.)
Per Container Rate	\$146.49	\$176.02	\$294.12	\$331.59

3. Vans, Containers; empty shall be Eleven Dollars and Thirty-Six Cents (\$11.36) per TEU. [Item No. 06903]

Section 5.01.120 Wharfage, Non-Containerized Cargo

The following Wharfage rates shall apply for the non-containerized cargo specified in this Section. Rates shall be assessed, as specified in this Section, in cents per one thousand (1,000) kilograms, or by cubic meter, or on the basis of weight in accordance with a Vessel’s manifest on whichever basis water freight charges are assessed.

Commodity Description	Rate Basis	Rate	Item No.
Livestock, viz: Colts and calves, under one year (The acceptance for handling of livestock shall be subject to special arrangements with Terminal Operators and governed by rules and regulations of the Federal, State, and local authorities. Feed or livestock in transit shall be subject to Wharfage and other charges. Rates also apply when in Containers.)	Per Head	347	07010
Livestock, viz: Hogs, sheep and goats (The acceptance for handling of livestock shall be subject to special arrangements with Terminal Operators and governed by rules and regulations of the Federal, State, and local authorities. Feed or livestock in transit shall be subject to Wharfage and other charges. Rates also apply when in Containers.)	Per Head	202	07012
Livestock, viz: Cattle, horses, mules, donkeys, ponies and all other animals (The acceptance for handling of livestock shall be subject to special arrangements with Terminal Operators and governed by rules and regulations of the Federal, State, and local authorities. Feed or livestock in transit shall be subject to Wharfage and other charges. Rates also apply when in Containers.)	Per Head	620	07014
Dried leguminous vegetables, in bulk, viz: Beans, peas, lentils	--	241	07070
Coffee, green, in bags	WT	656	07090
Grain or grain products, N.O.S., in bulk	--	241	07110
Miscellaneous grains, in bulk, viz: Copra; cottonseed; feed; safflower seeds; seeds; soy beans	--	241	07120
Water, for use of Vessel	WT	30.9	07220
Residues and waste from the food industries; prepared animal feed (fodder) viz: Alfalfa or Beet Pulp pellets	--	241	07230
Petroleum and petroleum by-products for bunker fuel, for use of Vessel to which initially delivered: From barge or Vessel to Vessel	WT	86.5	07270

Petroleum and petroleum by-products for bunker fuel, for use of Vessel to which initially delivered: From land vehicle to Vessel	WT	157	07272
Petroleum or petroleum products in bulk, including without limitation such products handled to/from barges, Vessels, land vehicles and pipelines.	--	157	07274
Liquefied natural gas for bunker fuel, for use of Vessel to which initially delivered: From barge or Vessel to Vessel	CM	37.1	07280
Liquefied natural gas for bunker fuel, for use of Vessel to which initially delivered: From land vehicle to Vessel	CM	68	07282
Lumber and Forest Products: Hardwood: including Ash, Hickory, Oak and Mahogany The same rate shall apply whether articles are discharged or loaded outside Vessel directly to or from the water in any slip, dock, basin, or canal. When freighted by Vessel on other than a B.M. basis, the rate applicable to Cargo, N.O.S. shall apply.)	Per 1,000 Ft. B.M.	1126	07440
Lumber and Forest Products: Softwood; including cedar, fir, pine, redwood and spruce (The same rate shall apply whether articles are discharged or loaded outside Vessel directly to or from the water in any slip, dock, basin, or canal. When freighted by Vessel on other than a B.M. basis, the rate applicable to Cargo, N.O.S. shall apply.	Per 1,000 Ft. B.M.	941	07442
Lumber and Forest Products: Coastwise only (The same rate shall apply whether articles are discharged or loaded outside Vessel directly to or from the water in any slip, dock, basin, or canal. When freighted by Vessel on other than a B.M. basis, the rate applicable to Cargo, N.O.S. shall apply.	Per 1,000 Ft. B.M.	485	07444
Lumber and Forest Products: Timber, sawn (pinus radiata), Inbound only	CM	329	07445
Lumber and Forest Products: Piles and Poles	Per Lineal Meter	45.3	07446
Lumber and Forest Products: Wood and Wood Products, N.O.S.	--	656	07448
Paper and Paper Products, N.O.S., not in Containers	--	656	07480

Metals and manufactures thereof, whether as articles, loose, in bundles, coils, or packages viz: angles; bars; beams; billets; blanks; blisters; blooms; bolts; bridge sections; channels; finished or unfinished fabricated structures; ingots; nails; nuts; pigs; pilings; pipe; plate; rails; rods; screws; sheets; slabs; structures; tie plates; tin plate; unfinished shapes; washers and wire; including barbed wire These commodities shall also be subject to the following minimum charge: For Wharfage assessed on angles, bars, beams, channels, pipe and plate (excluding coils or plate packaged as rolled coils) – per Bill of Lading at a rate of \$123.00	WT	For Local: 631 For OCP: 537 (and/or Minimum Charge)	07720 07721
Metals and manufactures thereof, viz: Scrap, N.O.S.	WT	209	07722
Metals and manufactures thereof, viz: Steel Coils, viz: Minimum 1,000 Tons, one consignor, one Vessel	WT	570	07724
Metals and manufactures thereof, viz: Wire rod, steel; in bundles or coils, minimum 500 Tons one Vessel, one Consignor, one Consignee	WT	600	07728
Metals and manufactures thereof, viz: Empty drums, used, returning (including pallets incidental to empty drums) in the Hawaiian trade only. Does not apply to Coastwise, Inland Waterway nor Intercoastal Trade. (Rate also applies when in Containers)	WT	1486	07730
Metals and manufactures thereof, viz: Aluminum Foil	WT	For Local: 631 For OCP: 537	07760 07761
Rock aggregates (sand and gravel)	WT	235	NA
Vehicles, engines or motor, self-propelling Viz: Automobiles, pleasure, passenger, including pickup truck or chassis; not to exceed ten passengers per vehicle, not boxed, not crated, Set Up, on wheels	Per Vehicle	\$29.06	07870
Project Cargo	Negotiated	Negotiated	07872

Commercial Vehicles: wheeled or tracked, including chassis, freight trailers, lift trucks, earthmoving, agricultural, or road-making equipment. Includes all military vehicles and equipment. Does not include parts not attached to vehicle.	WT	1922	07876
Vehicles, other than self-propelling; viz: Trailers, house or vacation; home, Set Up; Empty, with or without wheels	CM	505	07878
Boats, including launches, skiffs and yachts. When shipped in cradles or on trailers, the dimension of cradle or trailer shall be included in the overall measurement. (Rate also applies when in Containers)	CM	424	07890
Buildings, building modules and other units designed for general warehouse-type storage; other than knocked down; empty, moving in units of 10 or more per Vessel. Units to be equipped with corner castings and be capable of being loaded and discharged by shoreside Container gantry cranes. (With prior written request and Executive Director approval, prototype units moving in smaller quantities may be subject to the rates listed herein)	Per Unit	Unit Overall Length = 0 to 7 Meters: \$94.76	07940
		Unit Overall Length = Over 7 Meters: \$190.55	07942
Passengers embarking to or disembarking from passenger Vessels at any Port Wharf, or in transit on passenger Vessels at any Port Wharf, inclusive of passenger baggage	Per Person	1190	07960
Household goods and personal effects (used, not for resale)	WT	2528	07990
United States Mail	WT	1158	07992
Liquids, N.O.S.; from or to Vessel, direct or through pipeline	--	166	07994
Cargo, N.O.S. (including Vessel stores and supplies)	--	722	07996
Cargo, N.O.S. (including Vessel stores and supplies): Coastwise	--	627	07997.1
Cargo, N.O.S. (including Vessel stores and supplies): Cargo N.O.S., Bulk	--	188.5	07997.2
Cargo, N.O.S. (including Vessel stores and supplies): Assembled cargo; export only, minimum 1,500 cubic meters per Vessel	CM	627	07997.3

Section 5.01.130 Wharf Demurrage Rules and Rates

A. Application of Wharf Demurrage Rates [Item No. 08105]

1. Wharf Demurrage rates shall be assessed upon expiration of Free Time, unless and until arrangements for storage have been made with the Terminal Operator and the Director of Maritime. Free Time shall be computed in accordance with Section 5.01.130 D.

2. Wharf Demurrage shall be assessed on a per Container basis for containerized cargo.

3. Non-Containerized Cargo shall be assessed Wharf Demurrage in cents per Ton of one thousand (1,000) kilograms; or one (1) cubic meter in accordance with Section 5.01.130 K.

4. Wharf Demurrage rates shall apply for a twenty four- (24)-hour period, or fraction thereof, commencing on the date and time per Section 5.01.130 B., including Saturdays, Sundays, and Holidays.

B. Commencement of Free Time [Item No. 08110]

1. On Inbound Cargo

a. Containerized: Free Time shall commence for each Container at 3:00 a.m. after the Container is discharged from a Vessel.

b. Non-Containerized: Free Time shall commence at the first midnight after the Vessel, from which the merchandise was discharged, finishes discharging or leaves the Wharf, whichever occurs first; provided, that when a Vessel moves to another Wharf to complete discharging, such Vessel shall not be considered as having left the first Wharf.

2. On Outbound Cargo

Free Time shall commence at the first midnight after the merchandise is placed on a Wharf; provided, however, that the days during the loading or discharging operations of a Vessel shall not be counted as Wharf Demurrage or Wharf storage days if merchandise is being loaded on or discharged from such Vessel with dispatch.

C. Disposition of Cargo After Expiration of Free Time [Item No. 08115]

1. Cargo remaining on Wharf after expiration of Free Time or which is shutout at clearance of Vessel may, at the discretion of the Executive Director, be allowed to remain where situated.

2. In order to relieve congestion, the Executive Director may also allow cargo to be piled, re-piled, transferred to other locations on Wharf or Wharf Area, or be removed to public or private facilities. Expenses and risk for loss and damage for such handling, drayage and said storage shall be assessed against cargo.

D. Length of Free Time Allowed [Item No. 08120]

1. Exclusive of Saturdays, Sundays, and Holidays, Free Time shall be allowed Inbound, Outbound, and on transshipped cargo as follows:

Trade	Inbound Cargo (Days)	Outbound Cargo (Days)
Foreign	4	6
Coastwise	5	5
Inland Waterways	5	5
Other Domestic	5	5
Alaska	7	10
Hawaiian	7	10

2. For purposes of this Section 5.01.130 D., a day is defined as one twenty-four- (24)-hour period.

3. Cargo transshipped between Vessels involving a long and a short Free Time period shall be allocated the longer Free Time period but in no case shall such cargo be allowed the aggregate of the Inbound and the Outbound Free Time period.

4. Notwithstanding anything else in this Subsection to the contrary, subject to a Terminal Operator’s confirmation of space availability and upon receiving an application for a request prior to a specifically named Vessel’s arrival, the Executive Director and the Terminal Operator may grant time of up to ten (10) days beyond a regular Free Time allowance for coffee, in bulk, in liner bags when a minimum of ten (10) TEU Container units are shipped per Vessel and subsequently move directly from Terminal to bulk processing facility. Such additional Free Time granted shall be exclusive of Saturdays, Sundays, and Holidays.

E. Free Time - Shortened or Extended [Item No. 08125]

1. If and upon a determination that the interests of commerce and navigation so require, the Executive Director shall be empowered to shorten, at any time, such Free Time and to cause the removal of any cargo, regardless of the Free Time allowed.

2. When a Vessel the sailing date of which has been announced by its owner, agent, master, or other person in charge does not arrive at the Port within the Free Time provided for in Section 5.01.130 D. because of stress of weather, accident, breakdown, or other emergency, the Free Time period may be extended by a period not to exceed ten (10) days. Thereafter, the Wharf Demurrage rates in Section 5.01.130 I., Section 5.01.130 J. or

Section 5.01.130 K. shall be assessed against the cargo. Free Time shall not be extended to cargo against which Wharf Demurrage or storage charges have accrued prior to the announced scheduled sailing date.

3. The Executive Director may extend the allowable Free Time on any cargo if Terminal operations or movement of cargo are interrupted by war, earthquake, flood, fire, riot, or any unusual occurrence which, in the judgment of the Executive Director, warrants the extension of such Free Time.

F. Transfer of Ownership [Item No. 08130]

Any transfer of cargo ownership after cargo is received at the Port shall not entitle it to any additional Free Time by reason of such transfer of ownership.

G. Assembly Time [Item No. 08135]

Subject to Terminal space availability and upon receiving shipper's or consignee's request, the Executive Director and the Terminal Operator may grant time of up to twenty (20) days beyond the regular Free Time allowance provided for in this Chapter for assembling non-containerized cargo. Assembly time granted is exclusive of Saturdays, Sundays, and Holidays. Assembled cargo lots must aggregate two hundred (200) Revenue Tons or more constituting an export or import shipment for loading or unloading from a specifically named Vessel.

H. Wharf Demurrage - Minimum Charge [Item No. 08140]

The minimum charge for Wharf Demurrage shall be Thirty Dollars and Ninety Cents (\$30.90) per invoice issued.

I. Per Container Wharf Demurrage Rates [Item No. 08145]

Wharf Demurrage Rates on a per-Container basis shall be assessed on a daily basis including Saturdays, Sundays, and Holidays as follows:

Container Outside Length		Demurrage	
Meters		Charge Per Day for the First 5 Days or Fraction Thereof	Charge Per Day for Each Additional Day or Fraction Thereof
Over	But Not Over		
0	7	\$21.60	\$43.30
7	9	\$23.70	\$48.40
9	11.9	\$35.00	\$71.10
11.9	13	\$39.10	76.20
13	Over	\$50.50	\$100.90

J. Non-Containerized and Breakbulk Cargo Demurrage Rates [Item No. 08150]

Wharf Demurrage Charges on cargo not in Containers will be assessed on a daily basis including Saturdays, Sundays, and Holidays as set forth in Section 5.01.130 K.

K. Non-Containerized Wharf Demurrage Rates [Item No. 08150]

In cents per Ton of one thousand (1,000) kilograms or one (1) cubic meter, on the same basis as Wharfage, shall be assessed (including Saturdays, Sundays, and Holidays):

Commodity	Charge Per Day For First 5 Days or Fraction Thereof	Charge Per Day For Each Additional Day or Fraction Thereof
Cargo, N.O.S.	58.7	119.5
Beans, cocoa, in bags	54.6	109.2
Coffee, green, in bags	54.6	109.2
Lumber, per 1,000 feet B.M. or fraction thereof	58.7	119.5
Vehicles, motor, on wheels, or treads, as described in Section 5.01.110 B., and motor- cycles.	165.8	328.6

Section 5.01.140 Wharf Storage - Rules and Rates

A. Acceptance of Cargo for Storage [Item No. 08155]

1. Acceptance of cargo for storage is at the discretion of the Director of Maritime and the Terminal Operator.

2. At the discretion of the Director of Maritime and the Terminal Operator cargo may remain where already placed or may be removed and stored elsewhere on Terminal, or be removed to public or private facilities. Expenses and risk for loss and damage for such subsequent movement and storage, is for the account of cargo.

B. Application of Wharf Storage Rates [Item No. 08160]

1. Wharf Storage rates shall be assessed upon application and acceptance of cargo for storage, on a daily or monthly basis.

2. Wharf Storage shall be assessed on a per Container basis for containerized cargo.

3. Non-containerized cargo shall be assessed Wharf Storage rates in cents per Ton of one thousand (1,000) kilograms except as specifically provided in Section 5.01.140 F. through Section 5.01.140 G.

4. Daily Storage

a. Rates shall apply for a twenty-four- (24)-hour period, or fraction thereof commencing with midnight of one (1) day, to the midnight of the following day, including Saturdays, Sundays, and Holidays.

b. Cargo accepted for daily storage may subsequently be accepted for monthly storage. Except as provided for in Section 5.01.140 C.3., cargo accepted for monthly storage shall not be allowed to revert to daily storage.

5. Monthly Storage

a. Rates shall apply from a date in one (1) calendar month to but not including the same date of the next and all succeeding calendar months. When there is no corresponding date in the next succeeding calendar month, storage rates shall apply inclusive of the last day of that month. The storage month shall be deemed to expire on the next succeeding business day when the last day of the final storage month falls on Sunday or a Holiday.

b. First-of-Month Balance Systems

Provisions of Section 5.01.140 B.5.a. shall not apply when an agreement between the Terminal and the owner of the cargo (or their agent) stipulates that monthly storage shall be computed as follows:

(1). When the storage period commences on or before the fifteenth (15th) day of the month, a full month's storage shall be assessed for that month. A full month's storage shall be charged on the cargo on hand on the first (1st) day of the following month and for each succeeding month thereafter.

(2). When the storage period commences after the fifteenth (15th) day of the month, storage charges for one-half (1/2) month shall be assessed for that month. After this initial period, a full month's storage shall be charged on the cargo on hand the first (1st) day of the following month and for each succeeding month thereafter.

C. Storage Under Strike Conditions [Item No. 08165]

Cargo which cannot be removed from the Port due to a general waterfront strike of five (5) consecutive calendar days or more is subject to the following:

1. Cargo on Free Time

Strikebound cargo shall continue on free time until the free time allowed under Section 5.01.130 D. has expired. The provisions of Section 5.01.130 E.2 and Section 5.01.130 G. shall not be applicable to the circumstances addressed in this Subsection. Storage rates shall be assessed under provisions of Section 5.01.140 C.2. upon expiration of Free Time.

2. Cargo on Wharf Demurrage or Storage

Cargo on Wharf Demurrage or storage shall be subject to either daily or monthly storage rates in this section; whichever results in the lowest charge during any calendar month in which the strike is in effect. The Executive Director shall be reserved the right to authorize storage rates for strikebound cargo without prior request.

3. Charges Applicable After Strike Ends

Unless prior arrangements have been made with the Port for monthly storage, strikebound cargo remaining on hand the first (1st) day of the first (1st) calendar month following the end of the strike shall be subject to daily storage rates.

D. Retention of Terminal Charges [Item No. 08170]

1. A Wharf Assignee under Assignment with the Port shall collect all applicable Wharf Demurrage and Wharf storage charges and maintain such records relating thereto as may be required by the Director of Maritime. The amounts collected for Wharf storage and Wharf Demurrage charges shall be submitted on a monthly basis to the Port, accompanied by written reports approved by or provided by the Director of Maritime. Said monthly payments and written reports shall be received no later than fifteen (15) days succeeding the month being reported. In return for the cost of providing such service in the timely manner described above, a sum equal to ten percent (10%) of all Wharf Demurrage and Wharf storage charges collected may be retained by the Assignee.

2. The amounts collected under this Section 5.01.140 D. shall be subject to the terms set forth in: Section 5.01.070 F., Terms and Conditions of Payment; Section 5.01.070 G., Payment of Charges; and Section 5.01.070 H., Delinquency and Penalties.

E. Wharf Storage – Minimum Charges [Item No. 08175]

1. Daily Storage Basis

When stored for a period of four (4) days or less, a minimum of five- (5)-days’ storage shall be assessed on the basis of Section 5.01.140 F. or Section 5.01.140 G.; but in no case less than Twenty-Five Dollars and Seventy Five Cents (\$25.75) for each invoice issued, per month or fraction thereof.

2. Monthly Storage

The minimum charge shall be Thirty-Three Dollars (\$33.00) for each invoice issued per month or fraction thereof.

F. Per Container Wharf Storage Rates [Item No. 08180]

Wharf Storage rates on a per-Container basis are assessed either on a daily basis, including Saturdays, Sundays, and Holidays; or on a monthly basis, as follows:

Container Outside Length		Storage	
Meters		Daily Storage Rate (Per day or fraction thereof)	Monthly Storage Rate (Per month or fraction thereof)
Over	But Not Over		
0	7	\$11.30	\$126.70
7	9	\$12.40	\$149.40
9	11.9	\$16.50	\$210.10
11.9	13	\$17.50	\$232.80
13	Over	\$21.60	\$318.30

G. Wharf Storage Rates for Non-Containerized Cargo [Item No. 08185]

The Wharf Storage rates for non-containerized Cargo shall be as follows, in cents per Ton of one thousand (1,000) kilograms except as otherwise specified with rates designated as follows:

Rate A: Rates are for each of the first (1st) fifteen (15) calendar days after Free Time;

Rate B: Rates are for each of the next consecutive thirty (30) calendar days; and

Rate C: Monthly Storage: After the first (1st) consecutive thirty (30) days, upon application and acceptance, the Director of Maritime and the Terminal Operator may grant monthly storage rates, subject to space availability. Monthly storage rates shall apply per month or fraction thereof.

Commodity	Rates			Item No.
	A	B	C	
Cargo, In Bond When accepted for storage on Terminal, daily storage rates apply, plus the percentage in Rate A. (Charges made by Collector of Customs for deliveries from bonded section of Terminal is for account of the cargo to which service is rendered).	50%		n/a	08185
Cargo N.O.S., per 1,000 kilograms or 1 CM whichever produces the greater revenue.	15.45	26.8	485	08190
Cargo, N.O.S. when held in uncovered areas: Applies when outside uncovered storage is requested by shipper or consignee. Will not apply when commodity rates are specifically named for either covered or uncovered storage, per 1,000 kilograms or 1 CM, whichever produces the greater revenue.	10.3	17.5	385	08195
Beans, cocoa, in bags	10.3	17.5	322	08203
Coffee, green, in bags	10.3	17.5	322	08205
Iron or steel articles, N.O.S., including metals; pipe; tin plate; wire or strapping	10.3	17.5	322	08225
Paper and paper articles: Newsprint, in rolls	10.3	15.5	234	08270
Vehicles, engines or motor, self-propelling Viz: Automobiles, pleasure, passenger, including pickup truck or chassis; not to exceed ten passengers per vehicle, not boxed, not crated, set up, on wheels; on a per unit basis: When stored in closed areas, per vehicle	10.1	196	3893	08325
Vehicles, engines or motor, self-propelling Viz: Automobiles, pleasure, passenger, including pickup truck or chassis; not to exceed ten passengers per vehicle, not boxed, not crated, set up, on wheels; on a per unit basis: When stored in open areas, on Terminal, per vehicle	50.5	10.1	n/a	08330
Vehicles, engines or motor, self-propelling Viz: Automobiles, pleasure, passenger, including pickup truck or chassis; not to exceed ten passengers per vehicle, not boxed, not crated, set up, on wheels; on a per unit basis: When stored in open areas, off Terminal, per vehicle	39.1	70	n/a	08335
Yachts and small boats for Intercoastal Trade Only: For the first 14 days after the expiration of Free Time	42.2	82.4	n/a	08345

Commodity	Rates			Item No.
	A	B	C	
Yachts and small boats for Intercoastal Trade Only: For each day exceeding 14 calendar days after the expiration of Free Time	42.2	82.4	n/a	08350

Section 5.01.150 Container Crane Assignment and Rental Rates

A. Container Crane Assignments [Item No. 09105]

The Port has established the following legal instruments in connection with this Section: a Preferential Container Crane Assignment and a Secondary Use Container Crane Assignment.

1. A preferential container crane assignment confers to an Assignee the right to preferential, non-exclusive use of the specified crane or cranes designated in the Preferential Container Crane Assignment Application (“Preferential Container Crane Assignment”).

2. A Secondary Use Container Crane Assignment confers to an Assignee the right to use a specified crane if the Preferential Assignee has that crane available for use.

B. Application for and Conditions of Container Crane Assignment [Item No. 09110]

1. Application for a Container crane Assignment shall be made to the Director of Maritime upon forms approved by the Port.

2. The Director of Maritime may approve a Container Crane Assignment Application upon receipt of such application. The approved application shall be subject to the provisions of this Chapter, and to the charges, rates, rules, and regulations applicable therein. The approved application shall be subject to such terms, conditions and provisions contained in the Assignment application that are in furtherance of and not in conflict with the provisions of this Chapter.

3. The making of the Container Crane Assignment, and the use and operation of the crane(s) by the Assignee, shall be subject to the condition that the Board and its officers, agents and employees shall not be liable for any injury to or death of any person or persons or damages to property of any kind whatsoever, whether the person or property of the Assignee, its agents or employees, or third person from any cause or causes whatsoever while in, on or about the crane(s) or equipment, or while using, operating or in custody or control of the crane(s), during the term of such Container Crane Assignment, or occasioned by any use or operation of said crane(s) or any activity carried on by the Assignee in connection therewith, and that the Assignee will indemnify and save harmless the Board, its officers, agents or employees from all liabilities, charges, expenses (including attorney’s fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of the same. In instances in which the Port’s negligence causes or contributes to the cause of any such liability as set

forth in this Subsection, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this provision shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

4. Assignee shall maintain in force during the term of an Assignment, additional commercial general liability insurance, or comparable public liability and property damage insurance, Terminal Operator's legal liability insurance or third party liability insurance which provides coverage at least as broad as ISO Commercial General Liability Insurance occurrence forms, including completed operations, contractual, and owned and non-owned automobile coverage with such limits and such other coverages (such as broad form property damage and third party stevedore liability) as may reasonably be requested from time to time by the Port's Risk Manager, or their designee, but not less than the sum of Ten Million Dollars (\$10,000,000.00) combined single limit; and Assignee shall agree that the Port and any other parties identified in writing by the Port Risk Manager shall be named as additional insured under such liability insurance policy(ies). All such policies shall be endorsed with a severability of interest or cross-liability endorsement, waive subrogation rights in favor of additional insured, and are subject to the following:

a. A certificate or certificates evidencing such insurance coverage shall be filed with the Port's Risk Manager prior to the commencement of the term of an Assignment, and said certificate shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to the Port's Risk Manager.

b. Insurance provided shall be with domestic or London Insurers satisfactory to the Port's Risk Manager.

c. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Port's Risk Manager.

d. If such coverage is cancelled or reduced, Assignee shall within fifteen (15) days after the receipt of written notice from the Port of such cancellation or reduction in coverage, but in no event later than the date of such cancellation or reduction, file with the Port's Risk Manager a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

e. If Assignee maintains higher limits than the minimum shown above, the Port requires and shall be entitled to the higher limits maintained by the Assignee.

f. If Assignee maintains broader coverage than the minimum shown above, the Port requires and shall be entitled to the broader coverage maintained by the Assignee.

g. Any umbrella or excess insurance shall strictly follow form of underlying insurance and comply with any requirements of this Agreement pertaining to the underlying coverage.

h. Notwithstanding any other provisions of this Chapter, upon failure to file such certificate, the Director of Maritime may cancel an Assignment on one (1) day's prior written notice.

C. Crane Assignment [Item No. 09115]

1. A Container Crane Assignment and associated charges shall commence on the date specified by the Director of Maritime.

2. A Container Crane Assignment may be terminated by the Assignee effective not sooner than thirty (30) days after giving written notice of termination to the Port, and may be terminated by the Director of Maritime or their designee at any time, effective not sooner than three (3) days after giving written notice of termination to the Assignee. Termination of the Assignment shall not terminate any obligations or liabilities that arose under the Assignment prior to termination, including the Assignee's obligation to remove all things brought upon the Assignment by Assignee.

D. Rights and Obligations Under Container Crane Assignment [Item No. 09120]

1. Crane Assignment shall be subject to all applicable rates, charges, rules and regulations of this Chapter and specifically Section 5.01.070 S., Use of Port-Owned or Port-Leased Facilities, and Section 5.01.070 T., Use of Equipment on Port-Owned or Leased Facilities, and shall be subject further to any and all restrictions, conditions, limitations and modifications set forth in the Container Crane Assignment Applications or in other written agreements with the Port.

2. Assignee's Rights and Obligations

a. Assignees using cranes shall furnish all load handling equipment other than Container spreader(s), lifting beam(s), and head block furnished by the Port; and shall be responsible for changing such equipment if different load handling equipment is required in lieu of the equipment already attached at commencement of use. At conclusion of use, Assignees shall attach original load handling equipment if required by the Port.

b. Assignees shall operate the crane(s) for the loading and unloading of Cargo Vans and Containers and other compatible cargo to or from Vessels. Performance of such other related activity which may be necessary shall be consistent with the design capabilities of the cranes and related equipment maintenance and operating procedures.

c. Assignees using the crane(s) shall be required to furnish a qualified operator unless otherwise indicated by Preferential Assignee.

d. Preferential Assignees shall, at their own cost and expense, secure, stow, and operate the crane(s) and maintain and service the crane(s) so as to keep the crane(s) in good operating condition.

(1). Such operation, stowage, securing, maintenance, inspection, and servicing are to be in accordance with the manufacturer's recommendations, procedures and instructions, this Chapter, crane maintenance manual, and instructions affixed inside the crane cab as prepared by the Preferential Assignee and approved by the Director of Engineering.

(2). The Director of Engineering may direct changes from time to time as the situation may require, as a condition of approval of such instructions.

e. Assignees shall submit weekly reports for billing, statistical and informational purposes in a form satisfactory to the Port, which provides information noting on forms provided by the Port, the number of moves of empty and loaded TEUs and hours by category specified on the crane(s) that are used on a Vessel by Vessel basis. Rates payable to the Port shall be in accordance with the provisions of Section 5.01.150 except where contrary provisions of any other Container Crane Agreement are applicable.

f. Preferential Assignees shall be responsible for and perform all necessary maintenance and service work. Preferential or Secondary Assignees, while using the crane(s) under Assignment, shall be responsible for any and all damage, repairs or replacements to the assigned crane that become necessary for any reason whatsoever save and except those damages, or need for repairs or replacements, that the Assignees satisfactorily establish are caused solely by the active negligence of the Port, by earthquake or other acts of God, or by acts of third parties not arising out of or in the course of Assignees' operations where Assignees' negligence or breach of their maintenance or other obligation are not a contributing cause, or by latent defect or faulty design or construction, and which damage or need for repairs or replacements was not caused in part by Assignees' negligence or breach of their maintenance or other obligations.

g. The Preferential Assignees' maintenance and servicing program for crane(s) shall include a requirement for immediate spot painting when paint is damaged, but Preferential Assignees shall not be responsible for the overall painting of the crane(s).

h. Notwithstanding the Port's right to inspect the crane(s), the Preferential Assignees shall diligently inspect the crane(s) during the term of Assignment. The Preferential Assignees and Secondary Assignees, while using the crane(s) under Assignment, shall promptly advise the Port of any condition of or damage to the crane(s) requiring maintenance or repairs for which the Port is responsible pursuant to the provisions of this, or other written agreement.

i. Immediately after the Preferential Assignees or Secondary Assignees know or reasonably should know that said crane(s) are damaged or in need of repair, the Assignees shall notify the Port in order that the Port can undertake such timely investigations that it determines necessary. In the event the appropriate Assignees do not notify the Port, pursuant to a notification list provided by the Port, within a reasonable period of time (in no event to exceed twelve (12) hours) such Assignees shall in all cases repair said crane at their sole cost and expense.

j. Assignees shall not be responsible for repairs or replacements of motor or gear reducers of fifty (50) horsepower or larger when, in the opinion of the Director of Engineering, such repairs or replacements require that the motor or gear reducer be removed from the crane or that gears be removed from the gear reducer, except when such repairs or replacements are necessary because of lack of maintenance or improper crane usage.

k. Major structural elements are crane legs, sill beams, portal beams, structural cross bracing for crane legs, bridge girders, forestays, backstays, booms, and boom support structures.

(1). The Preferential Assignees shall be responsible for inspecting all structural elements.

(2). Assignees using the crane shall not be responsible for structural repair(s) or replacement of major structural elements except when such repairs or replacement are necessary because of lack of maintenance or improper crane usage, or as provided by provisions of this Chapter.

(3). Ports' Rights and Obligations

(a) The Port has reserved the right, but is not obligated, to inspect the crane(s) and to require the appropriate assignees to correct any dangerous conditions and/or unsafe operating procedures.

(b) The Port has reserved the right, but is not obligated, to audit the Preferential Assignees' maintenance procedures and routine servicing and maintenance program. Such right shall be reasonably exercised by the Port.

(c) Should the Preferential Assignee fail to provide any normally required maintenance or servicing for the crane(s), the Port shall have the option to provide same if the Preferential Assignee fails to do so after receiving three- (3)-days' notice from the Port. In such a case, the Preferential Assignee shall immediately reimburse the Port for the cost thereof, including the Port's administrative overhead and/or applicable service

charges. The provision of such maintenance or servicing by the Port shall in no event be construed as a waiver of the duty of the appropriate Assignee to provide such maintenance and servicing as herein provided.

E. General Crane Rentals Rules and Conditions [Item No. 09125]

1. Charges are for the use of the cranes only. Crane rental rates for containerized cargo shall be assessed in accordance with Section 5.01.150 F. Breakbulk Cargo which requires use of Container gantry cranes, shall be assessed crane rental fees on the basis of Three Hundred Ninety-Eight Dollars (\$398.00) per load lifted. Wharfage, Dockage, and other Tariff charges are in addition to the charges set forth in this Section.

2. The general rules and regulations regarding use of equipment are set forth in Section 5.01.070 T. (Use of Equipment on Port-Owned or Leased Facilities).

3. Except as specifically provided in this Section 5.01.150 E., crane rental is billed by and directly payable to the Port.

4. Except as specifically provided in this Section 5.01.150 E., electrical power furnished to Preferential Assignees by PG&E will be billed by PG&E directly to each Preferential Assignee. The Preferential Assignee shall pay PG&E directly for subject power service.

5. In return for providing maintenance, repair and power for the crane when used in the Preferential Crane Assignee's Terminal area, the Preferential Crane Assignee may retain the maintenance, repair, and power charges for said crane(s).

6. In the event the crane is used by a Secondary Assignee on the Preferential Crane Assignee's Terminal area, the maintenance, repairs, and power charges to the extent provided in this Chapter shall be billed by and shall be directly payable to the Preferential Crane Assignee.

7. In the event the crane is used outside of the Preferential Crane Assignee's Terminal area:

a. The power shall be billed to the user of the crane by, and paid directly to, the Preferential Assignee (or the Port if there is no Preferential Assignee) of the facility at which the crane was used at the power rate for that crane as set forth in this Chapter.

b. All maintenance and repair charges shall be retained by the Preferential Crane Assignee when the crane is used by the Preferential Crane Assignee outside of the Preferential Crane Assignee's Terminal area.

c. When the crane is used by a Secondary Crane Assignee (crane user) outside of the Preferential Crane Assignee's Terminal area, the maintenance and

repair charges shall be billed to the Secondary Crane Assignee by, and collected by, the Preferential Crane Assignee.

F. Traveling Gantry Crane Rental Rates

The traveling gantry crane rental rates shall be as set forth below, for the locations specified, under the terms and conditions set forth in Exhibit C [Items 09140, 09145, 09150, 09152, 09153, 09155, 09160, 09163, 09164, 09165].

Section 5.01.160 Wharf Assignments

A. Application for and Conditions of Wharf Assignments [Item No. 10105]

1. Application for Wharf Assignment shall be made to the Director of Maritime.

2. The Director of Maritime may approve a Wharf Assignment application upon receipt of such application. Said application is subject to provisions of this Chapter for Wharfage, Dockage, Wharf Demurrage, storage and all other charges, rates, rules and regulations applicable thereto. The terms, conditions, and provisions contained in the Assignment itself shall be in furtherance of and not in conflict with the provisions of this Chapter.

3. The making of the Wharf Assignment and use of the Assigned Area by the Assignee shall be subject to the condition that the Assignee shall defend (with legal counsel approved or chosen by the Port Attorney), indemnify, and hold the Port, including the Board of Port Commissioners and each of its Commissioners, officers, employees, and agents (collectively, the "Port's Representatives") harmless against all claims, suits, liability, and expense (including, without limitation, Port's in-house counsel) for any loss of, or damage, injury, or death to, any person or any property (including the person or property of the Port or of Assignee, its officers, employees, agents or invitees) or violation of any law, regulation, order, or permit, which directly or indirectly arises out of Assignee's occupancy or use of the Premises or activities related thereto. In addition, Assignee shall be responsible for the repair of any damage to existing Port facilities arising directly or indirectly out of Assignee's use of the Premises. These obligations of Assignee shall not apply to any such loss, damage, injury, or death caused solely by the negligence or other wrongful conduct of the Port but shall apply under all other circumstances. The obligations of Assignee arising by reason of any occurrence taking place during the term of the Wharf Assignment, shall survive any termination of the Wharf Assignment.

4. Assignee shall maintain in force during the term of an Assignment, insurance with such additional limits and such other coverages and coverage enhancements as may reasonably be requested from time to time by the Port's Risk Manager, in accordance with Section 5.01.070 J.

5. Assignee shall be responsible for all damages to and non-structural maintenance of the Assigned Area subject to the conditions specified in the Assignment. Assignee is responsible for structural maintenance when the damage or maintenance arises

in whole or in part out of or in the course of the Assignee's operations, subject to the conditions specified in the Assignment.

6. Assignee is responsible at its own cost and expense for all services, including, but not limited to services such as central station supervisory alarm service for fire or theft protection, security guards, for utilities (water, electricity or telephone), for re-lamping of lighting fixtures, and for all maintenance of the facility or portion thereof assigned.

7. Upon termination of Wharf Assignments, the Director of Maritime may require Assignee, at its own expense, to restore the Assigned Area to the same condition that existed when the initial Assignment was made. Assignee shall be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore the Assigned Area to the condition that existed when the initial Assignment was made, reasonable wear and tear excepted.

B. Wharf Assignment [Item No. 10110]

1. A Wharf Assignment shall commence on the date specified by the Director of Maritime.

2. A Preferential or Secondary Wharf Assignment may be terminated by the Assignee effective not sooner than thirty (30) days after giving written notice of termination to the Port and may be terminated by the Director of Maritime at any time, effective not sooner than thirty (30) days after giving written notice of termination to the Assignee. Either the Port or Assignee may terminate on less than thirty- (30)-days' written notice, subject to mutual written agreement of the Assignee and Director of Maritime. Termination of the Assignment shall not terminate any obligations or liabilities that arose under the Assignment prior to termination, including the Assignee's obligation to remove all items brought upon the Assignment by Assignee.

3. A Temporary Wharf Assignment may be terminated by the Assignee when the use for the Assigned Area has ended; but not before all cargo involved, and all dunnage and debris has been removed by the Assignee from the Assigned Area. The Temporary Wharf Assignment may be terminated by the Director of Maritime at any time, effective not sooner than thirty (30) days after giving written notice of termination to the Assignee.

C. Rights Under Wharf Assignment Defined [Item No. 10115]

1. Subject to all applicable rates, charges, rules, and regulations named in this Chapter, and subject further to any restrictions, conditions, limitations, and modifications set forth in the Wharf Assignment itself; the Wharf Assignment shall include only the privilege or right to:

a. Dock Vessels owned, operated, or represented by the Assignee at the Assigned Wharf Area.

b. Assemble, distribute, load, and unload cargo of, or for such Vessels, over, under, through or upon the Assigned Wharf Area.

c. Perform such other related activities as may be necessary.

2. The Wharf Assignment shall be subject further to the provisions that when the assigned berth, Wharf, Wharf Area, or facility, or any part thereof is not required for the use of the Assignee or is unoccupied, the Director of Maritime may, at their discretion, assign said berth, Wharf Area, or facility, or any part thereof, to any other persons, as provided in this Section.

D. Temporary or Secondary Assignee's Obligations to Preferential Assignee [Item No. 10120]

Each Temporary or Secondary Assignee at a preferentially assigned berth, Wharf, Wharf Area, or facility shall agree, in writing with the Preferential Assignee, if so, requested by the Preferential Assignee, to share in the berth, Wharf, Wharf Area, or facility expenses of the Preferential Assignee. All amounts due under such agreement shall be payable to and collected by the Preferential Assignee for its own account. The agreement shall be upon a definite basis of division of such berth, Wharf, Wharf Area, or facility expenses of the Preferential Assignee, and such agreement shall be subject to the approval of, and a copy shall be filed with, the Director of Maritime. In the event of failure to agree as to the basis of division, the matter shall be submitted to the Executive Director, who shall act as an arbiter, and their decision shall be final and binding upon both parties.

E. No Transfer or Subletting Permitted of Wharf Assignments [Item No. 10125]

A Wharf Assignment to any berth, Wharf, Wharf Area, or facility shall not be transferred, assigned, or sublet by Assignee. Any violation of this rule shall subject the Assignee to immediate cancellation of said Assignment, at the discretion of the Director of Maritime.

F. Temporary Wharf Assignment Rates [Item No. 10130]

1. A charge shall be imposed for all Temporary Wharf Assignments according to use and kind of space assigned on a square foot basis. However, when a Temporary Wharf Assignment states that berthing of a Vessel is limited to mooring only, charges other than Dockage shall not be assessed.

2. In addition to the charges specified in Section 5.01.160 F.1. and assessable under this Chapter, including without limitation Dockage and Wharfage, Temporary Wharf Assignments shall also be subject to the following charges and provisions:

a. Rates set forth in Section 5.01.170 F.

b. The charge for a Temporary Wharf Assignment shall be based on space assigned, subject to a minimum charge of one-fourth (1/4) of the total area of the Wharf (including aprons), except as otherwise provided in Section 5.01.160 F.2.c. and Section 5.01.160 F.2.d.

c. When an entire operation is conducted directly between the Vessel and cars or barges, the Temporary Wharf Assignment charges shall be as set forth in Section 5.01.170 F. based upon the square footage of the apron of said Wharf, alongside the overall length of the Vessel.

d. The Director of Maritime has been reserved the right at any time to measure and re-measure the space being used or occupied, and should it be determined that space in excess of that assigned under the application is being used or occupied, the measurements and or re-measurements so made shall be the basis for the Temporary Wharf Assignment charge subject to the minimum charge as provided in Section 5.01.160 F.2.b. In no case shall all or any part of the space assigned for an Outbound Vessel be reduced after commencement of an operation. On Inbound cargo operations the space assigned under the original application may be adjusted, after expiration of Free Time, to the basis of actual space used or occupied, day by day, as determined by measurement and or re-measurements ordered by the Director of Maritime.

Section 5.01.170 Space Assignments

A. Application and Conditions of Space Assignment [Item No. 10135]

1. Application for Space Assignment shall be made to the Director of Maritime.

2. The Director of Maritime may approve a Space Assignment application upon receipt of such application subject to the provisions of this Chapter, and to the charges, rates, rules, and regulations applicable thereto, and subject to such terms, conditions, and provisions contained in the Assignment itself that are in furtherance of and not in conflict with the provisions of this Chapter.

3. The making of the Space Assignment and use of the Assigned Areas by the Assignee shall be subject to the condition that the Assignee shall defend (with legal counsel approved or chosen by the Port Attorney), indemnify, and hold the Port, including the Board of Port Commissioners and each of its Commissioners, officers, employees, and agents (collectively, the "Port's Representatives") harmless against all claims, suits, liability, and expense (including, without limitation, Port's in-house counsel) for any loss of, or damage, injury, or death to, any person or any property (including the person or property of the Port or of Assignee, its officers, employees, agents or invitees) or violation of any law, regulation, order, or permit, which directly or indirectly arises out of Assignee's occupancy or use of the Premises or activities related thereto. In addition, Assignee shall be responsible for the repair of any damage to existing Port facilities arising directly or indirectly out of Assignee's use of the Premises. These obligations of Assignee shall not apply to any such loss, damage, injury, or death caused solely by the negligence or other wrongful conduct of the Port but shall apply under all other circumstances. The obligations of Assignee arising by reason of any occurrence taking place during the term of the Space Assignment, shall survive any termination of the Space Assignment.

4. Assignee shall comply with the insurance requirements set forth in Section 5.01.070 J.

5. Assignee shall be responsible for all damages to and non-structural maintenance of the Assigned Area subject to the conditions specified in the Assignment. Assignee is responsible for structural maintenance when the damage or maintenance arises in whole or in part out of or in the course of Assignee's operations, subject to the conditions specified in the Assignment.

6. Assignee is responsible at its own cost and expense for all services, including, but not limited to; services such as central station supervisory alarm service for fire or theft protection, Security Guards, utilities (water, electricity, or telephone), re-lamping of lighting fixtures and for all maintenance of the facility or portion thereof assigned.

7. Upon termination of Space Assignments, the Director of Maritime may require Assignee, at its own expense including without limitation the provision of a deposit to the Port, to restore Assigned Area to the same condition that existed when the initial Assignment was made. Assignee will be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore Assigned Area to the condition that existed when the initial Assignment was made, reasonable wear and tear excepted.

B. Assignment [Item No. 10140]

1. A Space Assignment shall commence on the date specified by the Director of Maritime.

2. A Space Assignment may be terminated by the Assignee effective not sooner than thirty (30) days after giving written notice of termination to the Port and may be terminated by the Director of Maritime at any time, effective not sooner than thirty (30) days after giving written notice of termination to the Assignee. Either the Port or Assignee may terminate on less than thirty- (30)-days written notice, subject to mutual written agreement of the Assignee and Director of Maritime. Termination of the Assignment shall not terminate any obligations or liabilities that arose under the Assignment prior to termination, including the Assignee's obligation to remove all items brought upon the Assignment by Assignee.

3. By mutual written agreement of the Assignee and Director of Maritime, the Port may modify a Space Assignment to provide operational flexibility, including modifications such as adjustments to area boundaries, reclassification of space type, and relocation of Assignee operations.

C. Rights Under Space Assignment Defined [Item No. 10145]

1. Subject to all applicable rates and charges and to the rules and regulations in this Chapter, and subject further to any restrictions, conditions, limitations, and modifications set forth in the Assignment itself, a Space Assignment shall include only the privilege or right to:

- a. Assemble, distribute, store, and handle cargo prior to or subsequent to carriage by water and movement;
- b. Park vehicles, subject to prior approval of the Director of Maritime; and
- c. Perform such other related activity as may be necessary.

2. The Space Assignment is subject further to the provisions that when the Assigned Area, or any part thereof, is not required for the use of the Assignee or is not occupied, the Director of Maritime, may, at their discretion, assign such space or any part thereof, to another party.

D. No Transfers or Subletting Permitted of Space Assignments [Item No. 10150]

A Space Assignment shall not be transferred, assigned, or sublet by Assignee. Any violation of this rule shall subject the Assignee to immediate cancellation of said Assignment at the discretion of the Director of Maritime.

E. Application of Space Assignment Rates [Item No. 10155]

1. Assignee is responsible at its own cost and expense for all services, including, but not limited to services such as central station supervisory alarm service for fire or theft protection, Security Guards, for utilities (water, electricity, or telephone), for re-lamping of lighting fixtures and for all maintenance of the facility or portion thereof assigned. Upon termination of Space Assignments, the Director of Maritime may require Assignee, at its own expense, to restore assigned space to the same condition that existed when the initial Assignment was made. Assignee shall be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore assigned space to the condition that existed when the initial Assignment was made, reasonable wear and tear excepted.

2. Minimum charges shall be for one month, payable in advance (but in any event not less than Six Hundred Thirteen Dollars (\$613.00) for new Assignments effective July 1, 2021), unless expressly exempted in Section 5.01.170 F. Monthly Assignment periods shall extend from a date in one (1) calendar month to but not including the same date of the next and all succeeding calendar months, except that if there be no corresponding date in the next succeeding calendar month, the last day of that month shall be used. Charges for the termination month shall be prorated on a daily basis.

3. Any charges assessed by the Collector of Customs, in connection with receipts and deliveries from or to a bonded storage space are to be paid by the parties for whose account the service is rendered.

F. Space Assignment Rates [Item No. 10160]

Space Assignment rates will be assessed as contained in the following table which designates the types of areas used and assigned, if and as available, subject to the conditions set forth in Section 5.01.170 E:

Type of Area or Facility	Monthly Rate (\$)	Monthly Rate Basis
Land		
Submerged (water)	0.282	per S.F.
Unpaved	0.203	per S.F.
Rocked; no lighting, no fencing	0.246	per S.F.
Rocked; lighting or fencing	0.252	per S.F.
Rocked; lighting and fencing	0.282	per S.F.
Paved; no lighting, no fencing	0.295	per S.F.
Paved, lighting or fencing	0.301	per S.F.
Paved Lighting and fencing	0.372	per S.F.
Warehouse (see Note 1)	0.591	per S.F.
In Bond Storage (see Note 1)	0.634	per S.F.
Office; no air conditioning (see Note 1)	1.972	per S.F.
Office; air conditioning (see Note 1)	2.212	per S.F.
Mobile Food Vendor (see Note 2)	373	fixed
Dredged Material Rehandling		
Tipping Fee: ≤ 10,000 Cubic Yards	29.580	per C.Y.
Tipping Fee: > 10,000 Cubic Yards	Negotiated	per S.F.
Facility Rate: ≤ 10,000 Cubic Yards	Applicable rate in this table, but no less than \$0.301 per S.F.	per C.Y.
Facility Rate: > 10,000 Cubic Yards	Applicable rate in this table, but no less than \$0.301 per S.F.	per S.F.
<p>Note 1: Warehouse Space, In Bond Storage, and Office Space N.O.S. rates do not include land around perimeter of structure (i.e., apron). Apron is subject to Land rates set forth in this Subsection.</p> <p>Note 2: Exempt from Section 5.01.140E.2 minimum monthly charge.</p>		

Section 5.01.180 Port-Operated Truck Parking/Container Depot Facilities

A. Application and Condition of Use for Port-Operated Truck Parking/Container Depot Facilities [Item No. 10180]

The Port may provide truck parking/container depot facilities (Port Truck/Container Depot) to users of the Port. The Port Truck/Container Depot shall be operated by the Port, or by a third party on behalf of the Port. The Port Truck/Container Depot is intended solely for use in association with Seaport activity and may be utilized for the purposes of (a) overnight drayage truck parking, Containers on chassis, and bare chassis; and (b) short-term day time staging of drayage trucks, Containers on chassis, and bare chassis. The Port's objective is to operate the Port Truck/Container Depot in a manner that maximizes the number of Seaport drayage service providers able to access Seaport Facilities. The Port Truck/Container Depot is not intended for long-term parking or storage.

1. All potential users of the Port Truck/Container Depot shall be required enter into an agreement for the use of such Port Truck/Container Depot prior to any such use.

2. The Port shall have sole discretion to impose use limitations or other rules/methods to actively manage capacity of the Port Truck/Container Depot based on demand and supply in a manner consistent with the Port's objective. Users of the Port Truck/Container Depot whose use or desired use of the Port Truck/Container Depot may result in conflicts with the Port's objective may be limited in their ability to use the Port Truck/Container Depot.

3. Effective July 1, 2020, users of the Port Truck/Container Depot shall be assessed per stated rates in Section 5.01.180 B. and Section 5.01.180 C.

B. Rates for Use of Port-Operated Truck Parking/Container Depot Facilities [Item No. 10185]

All Monthly and Daily Rates set forth in this Subsection are inclusive of the City of Oakland Parking Tax. Rates shall be paid in full prior to the commencement of use.

1. Monthly Rates

The Monthly Rate is per calendar month.

Stall Type	Monthly Rate (\$/Stall)
Tractor	250
Chassis (bare)	515
Container on chassis	515

2. Daily Rates

The Daily Rate is per 24-hour period and is a flat rate regardless of stall size.

Chassis (bare) or Container on Chassis: Fifty Dollars (\$50.00)

Reefer: One Hundred Three Dollars (\$103.00)

3. Fees and Surcharges

In the Port's sole discretion, any fees or surcharges associated with user's payment by credit card, debit card, or electronic funds transfer.

Section 5.01.190 Miscellaneous Charges

A. Electric Current [Item No. 11105]

1. Port as Publicly Owned Utility

All electric power provided and billed by the Port Utility shall be subject to the rates and charges established by Chapter 10.03 (including but not limited to the Master Utility Fee Schedule in Appendix F).

2. Other Utility Providers

All electric power provided and billed by PG&E shall be subject to the rates and charges in accordance with PG&E's rate structure, and such rates are subject to change without notification from the Port.

3. Port Common Area Electric Utility Assessment (Port CAEUA)

Port tenants located on the Outer Harbor Terminal, Roundhouse, 7th Street Marine Terminals, and Howard Terminal properties of the Seaport who use electric power provided by PG&E and billed to the Port, and where sub-metering has not been permitted by PG&E, shall be assessed a Common Area Electric Utility Assessment charge as set forth in this Section 5.01.190 A.

CAEUA: One Cent (\$0.011) per square foot per month.

V-CAEUA: Eight hundred seventy dollars (\$870) per day. This charge applies to Vessels connected to low-voltage shore power where the provisions and rates of Chapter 10.03 do not apply.

B. Fresh Water Service [Item No. 11110]

Users of fresh water who do not have an account or meter for such water in the user's name with East Bay Municipal Utility District ("EBMUD") may be assessed charges by the Port in

accordance with EBMUD's rate structure. Said rates shall be subject to change without notification from the Port.

C. Crane Transfer System Charge [Item No. 11115]

Charges for use of crane transfer trolleys and the cost of operator(s), electricity, utilities, and maintenance shall be as set forth in this Subsection. Charges shall be billed by and directly payable to Preferential Assignee. Wharfage, Dockage, and other Tariff charges are in addition to the charges named in this Subsection. Such charge shall be:

Crane Transfer System Charge: One Hundred Twenty-Five Dollars (\$125.00) per round trip. Charges are in addition to the charges named in this Subsection.

D. Utility Connection Fee [Item No. 11120]

Any tenant or other Port user requiring a connection to utility service, including without limitation, electricity and water, shall be responsible for all the costs incurred by the Port to provide such connection. The utility connection fee shall be assessed per connection event.

Fee: Five Hundred Forty-One Dollars (\$541.00) minimum per event.

E. Middle Harbor Shoreline Park [Item No. 11200]

Middle Harbor Shoreline Park (MHSP) is a thirty-eight (38)-acre shoreline park built and operated by the Port, located on the Oakland Harbor. The MHSP is open to the public from dawn to dusk. The MHSP is managed by the Port's Park Manager. More information about the MHSP can be found on the Port's website at www.portofoakland.com. The rules and regulations for use of MHSP shall be as set forth herein.

1. General Park Rules [Item No. 11205]

The general rules for MHSP shall be:

- a. Hours of operation shall be dawn to dusk (unless approved otherwise by a Special Event Permit; see below);
- b. Visitors shall park in parking lot only; no other parking is allowed;
- c. No firearms and dangerous weapons, including without limitation spears, bow and arrows, crossbow, sling shot, air or gas weapon, practice swords, nunchakus, and throwing stars;
- d. No fireworks;
- e. No camping;
- f. No littering or dumping;

g. No possession or use of drug paraphernalia, as defined in California Health and Safety Code § 11364, as such section may be amended or superseded;

h. No pets or animals; Service dogs are allowed but shall remain on leash always;

i. No use of aircraft or UAS of any kind, unless specifically authorized in writing by the Port per Section 5.01.070 W.8.;

j. No use of bicycles off pathways;

k. No use of golf equipment or hitting golf balls;

l. No use of missiles, rockets, or similar projectiles, or kites with a string length of more than four hundred (400) feet;

m. No swimming, scuba diving, or snorkeling;

n. No boating;

o. No smoking;

p. No open outdoor fires (personal cooking appliances such as gas or propane camp stoves, barbecues, or hibachis allowed only in designated picnic areas);

q. No alcoholic beverages without prior written approval by the Port;

r. No commercial filming or photography without prior written approval by the Port;

s. No use of metal detectors or similar devices without prior written approval by the Port; and

t. No use of generators without prior written approval by the Port.

2. Picnic Area Reservations and Filming/Photography [Item No. 11210]

a. Picnic area reservations may be booked up to one (1) year in advance, but shall need to be reserved at least fourteen (14) days in advance;

b. Commercial film or photography shoots may be booked up to one (1) year in advance, but shall need to be reserved at least sixty (60) days in advance;

c. All associated permit forms may be downloaded at: www.portoakland.com

3. Special Events [Item No. 11215]

a. Special events, such as festivals, corporate parties, or other organized activities, go beyond the scope of day-to-day MHSP use and shall require a Special Event Permit. Special events may have the following sample characteristics:

- (1). Large number of participants;;
- (2). Impacts on public access for non-event participants;
- (3). Amplified sound;
- (4). Require partially exclusive or exclusive use of the MHSP;
- (5). Occur outside of normal MHSP operating hours;
- (6). An advertised event, and/or an event with a participation and/or ticket fee;
- (7). Require the Port Park Manager to be present; and
- (8). Require special set up of stages, tents, barricades, fences, or other structures.

b. Special Event Permits

Special events that result in extended and/or multiple periods of ingress/egress at the MHSP and onto adjacent areas of the Seaport (including, but not limited to, running, biking, and triathlon events) shall be strongly discouraged because of interaction with Seaport traffic. Users of the MHSP under a Special Event Permit shall note and comply with, at a minimum, the rules set forth as follows:

- (1). Special events may be booked up to two (2) years in advance, but shall be required to be booked at least one-hundred eighty (180) days in advance;
- (2). No more than four (4) special events shall be permitted per calendar year;
- (3). No more than twelve thousand (12,000) people shall be allowed per day for a special event;
- (4). Duration shall be seventy-two (72) hours or less (not inclusive of set-up/take down);
- (5). Use of amplified sound shall be limited between 8:00 a.m. and 10:00 p.m.;
- (6). Event shall end by 10:00 p.m.;

(7). On-site parking shall be limited to the parking lot within the MHSP. No additional parking inside the Seaport shall be allowed;

(8). Route maps for event access, including, without limitation, shuttle access and event ingress or egress to/from MHSP, shall be subject to Port approval;

(9). Special events requiring oversight by the Port Park Manager, shall be assessed charges for such oversight at Permit Holder's sole cost and expense; and

(10). Special Event Permit recipients shall be responsible for various facility costs, including without limitation parking facilities outside the Seaport and shuttles to/from the event, custodial clean up and trash removal, Port Park Manager oversight, engineering services provided, on-site security, all applicable fees, damages to Port property, and music licensing fees.

4. MHSP Fees [Item No. 11220]

Effective July 1, 2025, users of the MHSP shall be assessed charges pursuant to this Subsection, which sets forth the types of areas and uses at the MHSP that are subject to fees, if and as available.

The following charges shall be assessed at MHSP:

Event (other than special Event)	Fee
Up to 55 people (Picnic Area A or B)	\$205
Up to 105 people (Picnic Area C)	\$275
Up to 215 people (Picnic Areas A, B, and C together)	\$691
Inflatable Jumper brought on site	\$38
Commercial Film or Photography Shoots	\$691 per hour
Special Event	Fee
Event Rental	\$11,137 per day
Security Deposit	\$19,203
Port Park Manager Oversight	\$346 per hour (4-hour minimum)
Vendor/Concession Permit	\$320 per day per vendor
All Events	Cancellation Fee
Over 60 calendar days' notice	50% security deposit
31-60 calendar days' notice	100% security deposit
11-30 calendar days' notice	100% security deposit plus 50% Event Rental Fee
Fewer than 11 calendar days' notice	100% deposit plus all fees

Per-day fees set forth in this Subsection shall be assessed for set-up and take-down days, as well as event days. All fees, including Security Deposits, shall be due and payable at the time of application. Such Security Deposit may be applied by the Port to pay the cost of any of the following: (a) restoration and cleaning; (b) repair of any damage caused by Special Event Permit holder; (c) replacement of any improvements which are the property of the Port and which have been damaged, removed, or otherwise misplaced by the Special Event Permit holder; (d) payment of the Port Park Manager oversight fees; or (e) the payment of any other outstanding amounts due the Port from the Special Event Permit holder. The Security Deposit shall be cash, or an equivalent instrument if approved by the Director of Maritime.

The fees set forth in this Subsection shall increase annually on July 1 of each year by the greater of three percent (3%) or the percentage increase, if any, in the published CPI for the preceding twelve- (12)-month period rounded to one decimal place, with or without prior notice. The most recently published CPI as of June 1 of each year shall be used to calculate the increase in the CPI.

5. MHSP Application Review [Item No. 11225]

The Port, in the sole discretion of the Director of Maritime, may deny any application for a reservation, filming/photography event, or special event for any reason, including but not limited to negative impacts to Seaport operations and regulatory considerations.

Exhibit A
Technical Abbreviations, Units of Weight and Measure, Conversion Guides

A.M.	Ante Meridiem; before noon
Bbls.	Barrels
B.M.	Board Measure (Scribner Scale)
Cu. Ft. or Ft ³ .	Cubic Foot (Feet)
CUM	Cubic meter(s)
C.Y.	Cubic Yard
e.g.	For example
Etc.	And so forth
Ex.	From
Ft.	Feet, foot of 12 inches
Gal.	U.S. Standard gallon
i.e.	That is
in. or “	Inch or inches
KD.	knocked down
KDF.	knocked down flat
Kg. or kilos	Kilogram(s)
Kkg.	1,000 kilograms
km.	kilometers
Lb.	Pound(s)
L.	Liter(s)
n.	Numeric Value
M.	Meter(s)
No.	Number
N.O.S.	Not otherwise specified
PC.	Per Container
Pg.	Page
Pkg.	Package(s)
P.M.	Post Meridiem (afternoon)
S.F.	Square Foot
SU or S.U.	Set Up
U.S.	United States
Viz	Specifically or namely
WT	Kiloton or 1,000 kilograms
W/M or w/m	Weight or measure (Ton of 1,000 kilograms or 1 cubic meter whichever yields the greater revenue)
\$	U.S. Dollar(s)
.nn, nnn.	U.S. Cent(s)
%	Percent

UNITS OF WEIGHT AND MEASURE

Customary international (metric) and U.S. units of weight and measure governing the determination of rates and charges assessed under this Chapter are as follows:

Metric Unit	Converted Unit	Or:
1 Acre	43,560 Square Feet	
1 Kilogram	2.2046 Pounds	
1,000 Kilograms	2,204.62 Pounds	1 Metric Ton
1 Metric Ton	1,000 Kilograms	
1 Foot	0.3048 Meter	
1 Meter	3.2808 Feet	
1 Cubic Foot	0.0283 Cubic Meter	
1 Cubic Foot (Water)	62.302 Pounds	0.0283 Metric Ton
1 Cubic Meter	35.315 Cubic Feet	
1 Bushel Grain (US 60 Pounds)	27.216 Kilograms	
1 Barrel (US 42 gallons)	159.09 Liters	
1 Cubic Meter	423.78 Ft. B.M.	
1,000 ft. B.M.	83.33 Cubic Feet	
1,000 ft. B.M.	2.36 Cubic Meters	
6.4 Barrels (US bunker fuel only)	1,000 Kilograms	

METRIC CONVERSION GUIDE

To change	To	Multiply By
Cubic Foot	Cubic Meter	0.0283
Cubic Meter	Cubic Foot	35.3145
Cubic Meter	Cubic Yard	1.3079
Cubic Yard	Cubic Meter	0.7646
Foot	Meter	0.3048
Gallon (U.S.)	Liter	3.7853
Inch	Millimeter	25.4000
Inch	Centimeter	2.5400
Kilogram	Pound	2.2046
Liter	Gallon (U.S.)	0.2642
Liter	Pint (Dry)	1.8162
Liter	Pint (Liquid)	2.1134
Liter	Pound	0.9081
Liter	Quart (Dry)	1.0567
Meter	Foot	3.2808
Meter	Yard	1.0936
Metric Ton	Ton (Long)	0.9842
Metric Ton	Ton (Short)	1.1023
Millimeter	Inch	0.0394
Mile	Kilometer	1.6093
Pint (Dry)	Liter	0.5506
Pint (Liquid)	Liter	0.4732
Pound	Kilogram	0.4536
Quart (Dry)	Liter	1.1012
Quart (Liquid)	Liter	0.9463
Square Foot	Square Meter	0.0929
Square Meter	Square Foot	10.7639
Square Yard	Square Meter	0.8361
Ton (Long)	Metric Ton	1.0160
Ton (Short)	Metric Ton	0.9072
Yard	Meter	0.9144

STANDARD FACTORS OF CONVERTING TO REVENUE TONS

	Factor
Buildings, Modules	2.40
Colts, Calves	0.20
Hogs, Sheep, Goats	0.10
Cattle	0.30
Vans, Empty 0-7 M	1.98
Vans, Empty 7 to 9 M	2.98
Vans, Empty 9 to 13 M	4.40
Vans, Empty Over 13 M	4.60
Autos, Pleasure, Passenger	1.20
Racks, Empty, Auto Parts	22.00
Containerized Automobiles	3 per Container
Rate Basis A	12 per TEU
Transhipments	19 per TEU
Cargo N.O.S.	23 per TEU

Exhibit B
Port Maritime Division Key Contact Information

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Exhibit C
Traveling Gantry Crane Specifications and Rental Rates

Crane No.	Type (1)	Location	Rental Basis per Lift (2)	Ownership	Notes
X-409	KSEC	B20-24	TEU	Port	4,8
X-410	KSEC	B20-24	TEU	Port	4,8
X-438	ZPMC	B20-24	TEU	Port	3,8
X-439	ZPMC	B20-24	TEU	Port	3,8
X-434	ZPMC	B25-33	TEU	Port	4,9
X-435	ZPMC	B25-33	TEU	Port	4,9
XC-40	ZPMC	B25-33	TEU	Port	4,12
XC-41	ZPMC	B25-33	TEU	Port	4,12
X-430	Mitsui Paccoco	B25-33	TEU	Assignee	5
X-431	Mitsui Paccoco	B25-33	TEU	Assignee	5
X-433	Mitsui Paccoco	B25-33	TEU	Assignee	5
XC-50	ZPMC	B35-38	TEU	Assignee	4,8
XC-51	ZPMC	B35-38	TEU	Assignee	4,8
XC-52	ZPMC	B35-38	TEU	Assignee	4,8
XC-53	ZPMC	B35-38	TEU	Assignee	4,10
XC-13	ZPMC	B55-59	TEU	Assignee	4,12
XC-14	ZPMC	B55-59	TEU	Port	4,11
XC-15	ZPMC	B55-59	TEU	Port	4,11
XC-16	ZPMC	B55-59	TEU	Port	4,11
XC-17	ZPMC	B55-59	TEU	Port	4,11
XC-18	ZPMC	B55-59	TEU	Port	4,11
XC-19	ZPMC	B55-59	TEU	Port	4,11
XC-20	ZPMC	B55-59	TEU	Assignee	4,12
XC-21	ZPMC	B55-59	TEU	Assignee	4,12
XC-22	ZPMC	B55-59	TEU	Assignee	4,12
X-436	Noell	B60-63	TEU	Assignee	4,8
X-446	Mitsubishi	B60-63	TEU	Assignee	4,7
X-447	Mitsubishi	B60-63	TEU	Assignee	7,4
X-448	Mitsubishi	B60-63	TEU	Assignee	4,7
X-415	Hitachi	B67-68	TEU	Port	4,6
X-416	Hitachi	B67-68	TEU	Port	4,6
X-417	KSEC	B67-68	TEU	Port	8,4
X-422	Paccoco	B67-68	TEU	Port	5

Crane No.	Basic Rental (3)	Maintenance & Repair	Power	Total Rent (3)	Notes
X-409	\$14.28 \$14.63	\$4.02	\$0.83	\$19.13 \$19.48	4,8
X-410	\$14.28 \$14.63	\$4.02	\$0.83	\$19.13 \$19.48	4,8
X-438	\$14.63	\$4.02	\$0.83	\$19.48	3,8
X-439	\$14.63	\$4.02	\$0.83	\$19.48	3,8
X-434	\$16.40	\$4.02	\$0.83	\$21.25	4,9
X-435	\$16.40	\$4.02	\$0.83	\$21.25	4,9
XC-40	\$17.65	\$4.02	\$0.83	\$22.50	4,12
XC-41	\$17.65	\$4.02	\$0.83	\$22.50	4,12
X-430	\$14.63	\$3.96	\$0.83	\$19.42	5
X-431	\$14.63	\$3.96	\$0.83	\$19.42	5
X-433	\$14.63	\$3.96	\$0.83	\$19.42	5
XC-50	\$17.65	\$4.02	\$0.83	\$22.50	4,8
XC-51	\$17.65	\$4.02	\$0.83	\$22.50	4,8
XC-52	\$17.65	\$4.02	\$0.83	\$22.50	4,8
XC-53	\$21.18	\$4.81	\$0.99	\$26.98	4,10
XC-13	\$17.65	\$4.02	\$0.83	\$22.50	4,12
XC-14	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-15	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-16	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-17	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-18	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-19	\$17.65	\$4.02	\$0.83	\$22.50	4,11
XC-20	\$21.18	\$4.81	\$0.99	\$26.98	4,12
XC-21	\$21.18	\$4.81	\$0.99	\$26.98	4,12
XC-22	\$21.18	\$4.81	\$0.99	\$26.98	4,12
X-436	\$16.40	\$4.02	\$0.83	\$21.25	4,8
X-446	\$14.28	\$4.02	\$0.83	\$19.13	4,7
X-447	\$14.28	\$4.02	\$0.83	\$19.13	7,4
X-448	\$14.28	\$4.02	\$0.83	\$19.13	4,7
X-415	\$14.28	\$4.64	\$0.83	\$19.75	4,6
X-416	\$14.28	\$4.64	\$0.83	\$19.75	4,6
X-417	\$14.28	\$4.64	\$0.83	\$19.75	8,4
X-422	\$14.28	\$4.64	\$0.83	\$19.75	5

Notes to Exhibit C

1. All cranes are electric powered traveling gantry-type container cranes.
2. Rental basis per lift is a loaded or empty TEU.
3. Second rental rate applies to twin lift.
4. This crane is capable of twin lift.
5. Rated capacity under the spreader is not to exceed 40,600 kg.
6. Rated capacity under the spreader is not to exceed 40,640 kg.
7. Rated capacity under the spreader is not to exceed 40,642 kg.
8. Rated capacity under the spreader is not to exceed 50,800 kg.
9. Rated capacity under the spreader is not to exceed 55,883 kg.
10. Rated capacity under the spreader is not to exceed 60,963 kg.
11. Rated capacity under the spreader is not to exceed 60,044 kg.
12. Rated capacity under the spreader is not to exceed 66,043 kg.