



Duluth Seaway Port Authority

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Duluth Seaway Port Authority

802 Garfield Ave

Duluth, MN 55802

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Section 100 – General Rules and Regulations

101: Application of Tariff

The rates, rules and regulations contained in this tariff all apply equally to all users of the waterways and facilities, and shall apply to all traffic on the waterways and facilities on the effective date shown in this tariff or amendments thereto.

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

102: Participating Terminal Operator

The Port Authority is an independent public agency created by the Minnesota State Legislature to foster regional maritime commerce, promote trade development, facilitate industrial development and serve as an advocate for port interests here and around the world.

For services other than those covered in this tariff, such as cargo handling and warehousing, the following should be contacted as operating agent, hereinafter called the Operating Agent, for the Clure Public Marine Terminal, Clure Expansion, and Lake Port, Duluth, Minnesota, hereinafter called the Terminal:

Lake Superior Warehousing Company, Inc.
1310 Port Terminal Drive
Duluth, MN 55802
Telephone 218 727-6646
Fax 218 727-6649
www.duluthcargo.com
Email: info@duluthcargo.com

103: Definitions

TON WEIGHT (W) is understood to be a metric ton of 1000 Kilos (2204.6 pounds) unless otherwise stated.

TON VOLUME (M) is understood to be a "ton" of one cubic meter.

FREIGHT TON is understood to be per ton W or M, whichever generates the greater revenue.

104: Assignment of Berths

The Operating Agent shall have the exclusive right to assign berths at the Terminal and require that vessels be moved or shifted in order to load/unload other ships in an efficient manner, or for other good cause. All vessels assigned berths shall be responsible and liable to the Port Authority for any damage to

port property by reason of such occupancy or use. Prior arrangements with the Operating Agent must be made by any vessel wishing to occupy a berth after completion of cargo operations.

In the event the Operating Agent encounters extraordinary circumstances not provided for herein, mooring rates may be adjusted to compensate accordingly.

105: General Berthing Regulations

Rat Guards

Rat Guards must be installed and secured immediately after mooring alongside dock on all lines leading to the dock.

Splash Guards

Splash Guards must be installed and secured immediately after mooring alongside dock to prevent any discharge of waste or ballast onto the dock surface.

Engine Operation

Engine break-in or other engine operation that causes scouring of the slip bottom is strictly prohibited. All vessels assigned berths shall be responsible and liable to the Port Authority for any scouring of the slip bottom by reason of such use.

Thruster Operation

Bow and/or stern thrusters must only be used for navigation. Excessive use of thrusters causing scouring of the slip bottom or damage to Port Authority property is strictly prohibited. All vessels assigned berths shall be responsible and liable to the Port Authority for any scouring or damage to Port Authority property by reason of such use.

TWIC and TWIC Escort Policy

In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure areas of Terminal regulated by the USCG must possess a valid Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to the Terminal who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Terminal.

Smoking and Fires

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

Loitering

It shall be unlawful for any person to loiter upon the docks and in the dock area. The Terminal is not a public thoroughfare and complies with Department of Homeland Security regulations. All facilities operated by the Terminal Operator are deemed "secure" or "restricted" areas and all persons entering property are subject to United States Coast Guard regulations.

Alcohol and Controlled Substances

The Port Authority prohibits all alcohol and/or controlled substances from Port Authority property, unless permission is granted by the Port Authority Executive Director. The Port Authority reserves the right to restrict entry or remove any individual found in violation of this provision.

Firearms and Weapons

The Port Authority prohibits all firearms and/or weapons from Port Authority property, with the exception of those items carried by law enforcement agencies. The Port Authority reserves the right to restrict entry or remove any individual found in violation of this provision.

Safety Requirements

Vessel Agents and their third party vendors and their employees, contractors, suppliers, agents, visitors and guests are required to comply with all applicable safety requirements pertaining to their work or craft as specified by their company, the Occupational Safety & Health Administration ("OSHA"), the United States Coast Guard ("USCG") and any other relevant regulating agencies. Port Authority reserves the right to remove anyone found to be in violation of pertinent safety policies.

Pollution

Water Pollution: It is strictly prohibited to deposit, place, or discharge into the waters under the jurisdiction of the Port Authority any matter which is capable of polluting, defiling or clogging those waters, or which would be in violation of Local, State and/or Federal law.

Air Pollution: It is strictly prohibited to allow uncontrolled emissions into the atmosphere from a vessel, building, cargo transfer operation, stockpile or any other appurtenance within boundaries controlled by the Port Authority which would violate Local, State and/or Federal law. The Port Authority strongly encourages "no idling" at Terminal.

106: Limitation of Liability

The Port Authority assumes no responsibility for goods intended or accepted for storage or moving through port facilities. No provision, rule or sub-rule in this tariff relieves the Port Authority from liability for its own negligence.

The Port Authority will not be responsible for count or content, loss or damage to any merchandise or other property stored or handled upon, in or through any wharf or other structure or property owned, controlled or operated by the Port Authority, or loss or damage from any cause whatsoever, except for the Port Authority's liability for its own negligence.

107: Insurance

The rates and charges published in this tariff do not include any insurance coverage. Any insurance required by the owner for any cargo to protect his or others interest will be carried by the owner and will hold the Port Authority harmless of any loss or damages from any cause whatsoever, except for Port Authority's liability for its own negligence.

108: Illegal Loading

No Captain or any vessel shall allow any lading from the docks or any areas of Terminal to be loaded or carried aboard his vessel unless it is correctly manifested.

109: Disclaimer Loss or Damage

The Port Authority assumes no responsibility for any damage to vessels or equipment incurred for any reason whatsoever within the confines of Duluth-Superior harbor, or loss or damage to cargo or other property while on the wharves, docks or other facilities under the administration of the Port Authority, or for damage or injuries to others by reason thereof.

The Port Authority accepts no responsibility for any damage to vessels caused by surging or pounding at its wharves, docks or other facilities, or any loss or damage to cargo being loaded or unloaded, nor for injury to or loss of cargo on its wharves, docks or other facilities under its administration as a result of high water and weather conditions.

110: Collision and Allision

In the event of a collision between two (2) vessels, or between a vessel and Terminal, a written report of such collision shall, within twenty-four (24) hours, be furnished the Port Authority by the Master, owner or agent of said vessel(s). All vessels assigned berths shall be responsible and liable to the Port Authority for any costs associated with collision or allision damage at Terminal.

111: Cleanliness of Premises

Steamship agents, operators, stevedores, freight handlers and other users of the wharves, transit sheds or other facilities of the Port Authority shall be held responsible for the cleaning of the property or facility of the Port Authority which they have been allowed to use, or which is assigned or leased to them.

112: Explosives, Flammables, Hazardous and Objectionable Commodities

Commodities of a highly flammable, hazardous or explosive nature or articles of uncertain value or objectionable nature will not come under this tariff or be provided with wharfage, handling or storage services on the wharves or other facilities of the Terminal except by special and advance arrangements with and at the option of the Executive Director of Port Authority. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County, Port Authority, and Operating Agent laws, ordinances, rules and regulations.

Section 200 – Vessel Charges

201: Dockage at Berth 7

Dockage is a charge assessed against a vessel for berthing at a wharf or for mooring to a vessel so berthed for the purpose of loading or unloading. The period of time for which Dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel so berthed and shall continue until such vessel has been completely freed from such berth. See Note 1 below.

Dockage for US federal government vessels is at the discretion of the Executive Director of the Duluth Seaway Port Authority.

Charges are in cents per vessel Gross Registered Ton (GRT) per 24-hour period or any fraction thereof, except as noted. See Notes 2 and 3 below:

A. Dockage per GRT	\$0.14
B. Minimum Charge Per Day	\$1,000.00

Note 1. In the case of a vessel that has completed loading or unloading and requires a lay-by berth, Dockage will continue until all intended loading and unloading is complete, per 24-hour period or any fraction thereof. Upon completion, the Operating Agent will make note of the time and report to the Port Authority to begin Mooring charges (Rule 300) assessed for any additional lay-by time at berth.

Note 2: Marine Security Fees are not assessed by the Port Authority at Berth 7.

Note 3. Dockage charges for articulated or integrated tug/barge combinations shall be charged on the combined unit.

202: Dockage – Except Berth 7

Dockage is a charge assessed against a vessel for berthing at a wharf or for mooring to a vessel so berthed for the purpose of loading or unloading. The period of time for which Dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel so berthed and shall continue until such vessel has been completely freed from such berth. See Note 1 below.

Dockage for US federal government vessels is at the discretion of the Executive Director of the Port Authority.

Charges are in cents per vessel Gross Registered Ton (GRT) per 24-hour period or any fraction thereof, except as noted. See Notes 2, 3, 4, and 5 below:

		At MARSEC 1	At MARSEC 2
A	Dockage per GRT	\$ 0.14	\$ 0.21
B	Minimum Charge per Day	\$ 1,000.00	\$ 1,500.00
C	Security Fee per Day	\$ 500.00	\$ 1,000.00
D	Cruise Vessel Security per Day	\$ 1,000.00	\$ 2,000.00

Note 1. In the case of a vessel that has completed loading or unloading and requires a lay-by berth, Dockage will continue until all intended loading and unloading is complete, per 24-hour period or any fraction thereof. Upon completion, the Operating Agent will make note of the time and report to the Port Authority to begin Mooring charges (Rule 300) assessed for any additional lay-by time at berth.

Note 2. MARSEC 1 refers to Marine Security Level 1 as defined by 33 CFR 105.

Note 3. MARSEC 2 refers to Marine Security Level 2 as defined by 33 CFR 105.

Note 4. At MARSEC 3 - Marine Security Level 3 as defined by 33 CFR 105, MARSEC Level 2 charges will apply plus additional charges incurred for actions taken as directed by the U.S. Coast Guard Captain of the Port.

Note 5. Dockage charges for articulated or integrated tug/barge combinations shall be charged on the combined unit.

203: Mooring

Mooring is a charge levied against all vessels for berthing at a wharf or for mooring to a vessel so berthed while not loading or unloading cargo.

Mooring for US federal government vessels is at the discretion of the Executive Director of the Port Authority.

Except as noted, charges are in dollars per vessel per twenty-four hour period or fraction thereof. See Notes 1, 2, 3 below:

Mooring Charges	At MARSEC 1	At MARSEC 2
Berth(s) - 1, 2, 4, 6, 7, 8, 9, 10 or 11 - Vessels of Any Length		
24 hrs or fraction thereof	\$ 1,200.00	\$ 1,500.00
6 hrs or less	\$ 650.00	\$ 850.00

Note 1. MARSEC 1 refers to Marine Security Level 1 as defined by 33 CFR 105.

Note 2. MARSEC 2 refers to Marine Security Level 2 as defined by 33 CFR 105.

Note 3. At MARSEC 3 - Marine Security Level 3 as defined by 33 CFR 105, MARSEC Level 2 charges will apply plus additional charges incurred for actions taken as directed by the U.S. Coast Guard Captain of the Port.

204: Wharfage

Wharfage is a charge levied against cargo passing or conveyed over or onto wharves, or between vessels when berthed at a wharf. Wharfage shall be charged at the following rates in cents per Freight Ton (as defined in Rule 103) of cargo or fraction thereof.

Commodity	Wharfage
Forest Products not requiring covered storage including but not limited to logs, lumber and wrapped plywood or panel board	\$ 0.60
Forest products requiring covered storage, including but not limited to wood pulp, and fiber fuels	\$ 0.80
Steel and steel products including but not limited to, angles, bars, beams, channels, rails, rods (including reinforcing rods), pipe or hollow sections, slabs, steel sheets, coils and plates	\$ 0.80
All other cargo	\$ 0.90

205: Wharfage for Cruise Passengers

Vessels offering passenger cruises will be charged at a rate of \$12.50 per passenger for each port call.

206: Winter Berthing

Winter berths are arranged by special agreement with the Port Authority. Upon request, and subject to availability, the Port Authority Executive Director will contract with requesting vessels and assign all winter mooring berths.

Section 300 – Miscellaneous Charges

301: Fresh Water

Potable water, through approved backflow preventer and metering system is available at Terminal by special arrangement with the Operating Agent.

Water is available at select berths by special arrangement.

A. A sewer and storm water management charge may apply.

B. A snow & ice removal charge may apply.

302: Electric Power

Electric current from 120 volt, A.C., single phase, 60-cycle, 100 amp. up to 480 volt, A.C., three phase, 60-cycle, or 400 amp. is available at select berths by special arrangement. Vessels that occupy a layup berth on a long-term basis or tied up as winter mooring are required to register with the local electric utility as a direct customer. Electricity, where available, will be supplied by the Operating Agent at applicable "Secondary User" rates authorized by Minnesota Power on a short-term basis.

303: Bunkering and Ship Stores

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

304: Refuse, Ballast, and Debris Removal

MARPOL – Annex I

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

MARPOL – Annex V

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL), 73/78 and the United States Coast Guard's Implementing Regulations (33 CFR, parts 151, 158) require that reception facilities be available for those vessels which have indicated, in advance, the need to dispose of ship generated garbage. The Operating Agent shall accommodate third party vendors providing such service. . The Operating Agent shall require a twenty-four (24) hour notice of vessel's intent to discharge garbage at the Terminal so as not to cause any undue delay to vessels.

The Operating Agent shall accommodate third party vendors providing facilities for food, plant, meat and other potentially infectious waste when requested by the vessel, in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94. These regulated food wastes must be handled at a facility approved by the Animal and Plant Health Inspection Service (APHIS).

The Operating Agent shall accommodate third party vendors providing the necessary reception facilities, when requested to do so, for other than Animal and Plant Health Inspection Service (APHIS) regulated garbage from any commercial, full service solid waste firm. Inquiries regarding facilities available for disposal of materials covered by Annex V may be directed to the Operating Agent.

Garbage

Vessels may discharge garbage, rubbish, dunnage or debris onto the docks, in proper containers, only with the permission of the Operating Agent and under all applicable federal, state and local laws and regulations.

Prohibited Foreign Matter Discharge

Discharge of any foreign matter, including fuel oil, into slips and channels is strictly prohibited. In addition, vessel will be liable for any and all clean-up costs incurred. Discharge of any petroleum product into any waters within the Port of Duluth-Superior, requires by law, under heavy penalty, immediate notification to the National Response Center and to the local U.S. Coast Guard, Marine Safety Office.

Ballast Water

Any ballast water discharges shall conform to all federal, state and local ballast water regulations.

Rule 400 – Payment of Charges

Charges must be paid in U.S. Funds within 30 days after services are rendered. If payment is not made within that time, the amount of such charges will be increased by 1 ½ percent per month until payment is made.

All bills are due on receipt. Presentation of bills to vessels is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges against the vessel for services or supplies furnished the vessel, for which maritime law gives a lien.

The Port Authority reserves the right to estimate and collect in advance all charges which may accrue against vessels, or against cargo loaded or discharged by such vessels, or from other users of waterways and port facilities, whose credit has not been properly established with the Port Authority. Use of facilities may be denied or cargo removed from storage until such advance payment, or deposits, are made.

The Port Authority does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting wharfage, wharf demurrage, storage and similar bills which may be passed on to the shippers and consignees by the vessel, its owners and against when presented and must be paid by the ship owner or the agent regardless of when the vessel, its owner or agents are reimbursed.

The Port Authority reserves the right to apply any payment received against the oldest outstanding invoice.

The Carrier, Vessel, Owner, Shipper, Receiver or Agent who shall fail to pay any bills when due shall be placed on the Delinquent List.

All Carriers, Vessels, owners or agents or other users of the facilities of the Port Authority placed on the Delinquent List, shall be denied use of the facilities or the right to remove cargo from storage until all such charges, together with any charges due, shall have been paid.