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CSX TRANSPORTATION

TARIFF CSXT 9803-P

(Cancels Tariff CSXT 9803-O)

CONTAINING

RULES AND CHARGES ON

PRODUCT HANDLING, VESSELS AND BARGES BERTHING

AT

CSXT ROCKPORT TERMINALS (NEWPORT)

(ROCKPORT & LOU, FL)

BULK TERMINAL TARIFF

ISSUED December 1st, 2019

EFFECTIVE January 1st, 2020

(Except as otherwise indicated)

CSX TRANSPORTATION
Pricing Services
500 Water Street
Jacksonville, FL 32202

**CSX Transportation
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EXPLANATION OF ABBREVIATIONS OF PARTICIPATING CARRIERS

ABBREVIATION

EXPLANATION

CSXT CSX Transportation, Inc.

APPLICATION

GENERAL APPLICATION - This tariff applies at the CSXT Rockport Terminals, Rockport and Newport, rail stations Rockport, FL and Lou, FL (TERMINAL). Ship berths are known locally to the Tampa Bay Pilots Association as "Newport – Phosphate", "Rockport North – Phosphate" and "Rockport South - Phosphate".

This Tariff CSXT 9803-P (the "Tariff") applies to all services provided by CSXT at the terminals and rail stations referenced in the preceding paragraph. By arranging for services with CSXT, a Customer, or any third party acting under the direction or on behalf of a Customer, authorizes and accepts all the rules, requirements and applicable charges contained within this publication.

Other than with respect to any limitation of liability contained in this CSXT 9803, in the event of any conflict between the terms found herein and any other CSXT publication or contract, the terms of the other CSXT publication or contract takes precedence. With respect to any limitation of liability contained in this CSXT 9803, in the event of any conflict between the terms found herein and any other CSXT publication or contract, the terms of this CSXT 9803 takes precedence.

DEFINITIONS

DOCKAGE - The charge assessed a vessel, barge or the owner thereof, for berthing or making fast to any dock, wharf, pier, mooring device or other facility, including the making fast to another vessel, barge or berth.

VESSEL- All types of water craft, including tank vessels, regardless of size or type, except barges that are not self-propelled.

BARGE- All types of water craft consisting of a hull (with or without machinery, tanks or deck houses) that must be propelled by being towed or pushed.

CONTACT INFORMATION

For CSXT information go to: www.shipcsx.com or www.csx.com. For Rockport Terminals information call us at:

CSX Transportation, Inc / Sales and Marketing

Terminal Director- Emil Marrero 813-512-3005

Director Sales- Jenny Fitzpatrick 904-359-3516

Terminal Manager- Edwin Lowie 813-512-3004

Terminal Manager- Luke Galloway 813-664-6224

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1.

CSXT Rockport Terminals

Rockport (Rockport, FL)

Newport (Lou, FL)

VESSEL AND BARGE RELATED CHARGES & GOVERNING RULES

A - DELAY IN LOADING

1. The TERMINAL may refuse to accept any vessel or barge for loading unless such vessel or barge has been properly certified as ready for loading.
2. Certification shall be deemed to signify that such vessel or barge is ready for loading, stowage plans have been furnished, mechanical or electrical systems are in order, written authority for mechanical leveling and mechanical filling (if required) has been furnished and loading may be undertaken without delay.
3. When any vessel or barge is accepted, but has not complied with the certification, the vessel, barge or the owner thereof, will be assessed dockage of **\$250.00 per hour or fraction thereof**, for so long as the vessel or barge occupies a loading berth and fails to comply with the certification.

B - SUSPENSION OF LOADING

When any vessel or barge is in the course of loading and the TERMINAL is required to temporarily suspend loading for any cause, such as pumping ballast or failure of mechanical or electrical system, attributable to the vessel or barge, the vessel, barge or owner thereof will be assessed dockage charges of **\$1,000.00 per hour or fraction thereof**, for such time as loading is temporarily suspended.

C - REFUSAL TO VACATE

1. Any vessel, barge or the owner thereof refusing to vacate its loading berth after completion of loading, will be assessed dockage of **\$2,000 per hour**, or fraction thereof, commencing two hours after completion of loading.
2. At its option, the TERMINAL may effect removal of any vessel or barge at vessel's or barge's risk and expense.

D - WATER SUPPLIED

Fresh water will be supplied to a vessel or barge at a charge of **\$2.25 per net ton with a minimum of \$100.**

E - VESSEL DOCKAGE CHARGE

R1) Responsibility for Payment of Dockage And Other Charges Incurred By Vessel

The vessels, their owners, charterers and/or agents are responsible for dockage and other charges incurred by vessels, except as otherwise provided in this tariff. Agents of vessels shall be responsible for payment of, and will be billed for, all charges incurred by a vessel or for which the vessel ultimately becomes liable, as well as for all charges for services of any nature to the cargo, which is performed at the specific request of such agents for the vessel.

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2) Dockage Begins and Ends

Dockage charges shall commence against a vessel when the first line has been made fast to a wharf or is occupying the berth immediately alongside and shall continue until the last line has been released and vessel is completely free from the wharf. (See Note 1 and 2)

Dockage charges are normally assessed for the length of berth required to safely moor a vessel and secure with lines to nearby bollards. In cases where a vessel owner, charterer, agent terminal operator or stevedore requires utilization of the berth in excess of reasonable length to safely moor a vessel, additional dockage charges will be assessed for the additional berth length required, in proportion to that assessable to the actual length of the vessel.

Note 1: When a continuously working vessel must shift between CSXT Rockport Terminal berths due to requirement that cargo be loaded to or discharged from two or more berths and proper arrangements are made with the CSXT Rockport Terminal prior to arrival of vessel at berth, dockage will be calculated from time vessel originally arrives at berth until departure after completion of loading or discharge of cargo.

Note 2: When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and will be treated as a continual basis.

3) Grace Period In Calculation Of Dockage Days

In order to accommodate vessels, barges and/or tug boats which, for reasons beyond their control, cannot vacate a berth during a twenty-four (24) hour period, two (2) hours grace time may be allowed over such twenty-four (24) hour period, without assessment of another dockage day.

4) Vessels Exempt From Dockage Charge

Dockage shall not be charged against: vessels owned and operated by local pilot associations and/or tugs and barges moored to other vessels for the purpose of bunkering.

5) Dockage Rates

Dockage charges will be assessed at terminals against all watercraft as follows:

Dockage Charges Effective from January 1, 2020 For Vessels, Barges, and Tugboats (Notes 1, 2 and 3)

<u>Length Overall In Feet</u>	<u>Length Overall RATE Per Feet</u>
1. 000-199 ft.	\$ 3.12
2. 200-399 ft.	\$ 4.10
3. 400-499 ft.	\$ 5.58
4. 500-599 ft.	\$ 7.49
5. 600-699 ft.	\$ 8.69
6. 700-799 ft.	\$11.03
7. 800-899 ft.	\$13.29
8. 900 + ft.	\$15.89

Tugboats engaged in towing operations into and/or out of the Limits of Hillsborough County Port District when moored at, tying to or lying alongside berths are subject to the charge provided in Section A. This does not include tugs engaged in towing vessels to or from the sea buoy or within the harbor limits.

A minimum dockage fee of **\$50.00 per vessel per day and \$25.00 per day on barges or tugs** shall be assessed.

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Note 1: Unless otherwise provided, all rates are assessed on each twenty-four (24) hour period or fraction thereof.

Note 2: Unless otherwise provided, dockage will be assessed to the vessel on the length-over-all. The Port Director reserves the right to admeasure any vessel when deemed necessary and use such measurement as the basis of the charges.

Note 3: With advance written application, when proper berthing space is available, vessels calling for the purpose of wet docking, for repair or lay-up, the following dockage rates will be assessed (unless otherwise negotiated and agreed to):

**Day 1 through Day 3, \$3,500 per day
4 and beyond, \$4,500 per day**

6) Vessel Delays

CSXT Rockport Terminal shall not be responsible for delays to vessels in berth or seeking berth, or be responsible for damages resulting from delays to vessels, regardless of cause. CSXT Rockport Terminal, in granting a berth to vessels, does not warrant that such a berth will be vacant or otherwise available for any specific hour, time or date. The availability of a berth is contingent upon the actual vacating of vessel occupying the berth, as well as upon other operating conditions at the CSXT Rockport Terminal or the Port of Tampa. CSXT Rockport Terminal shall not be responsible for any delays, or damages resulting from breakdown or failure of machinery, weather conditions, navigation, collision, tug-shifting services labor stoppages strikes stand-by time, interruptions, or from any other like causes which arise through no fault of the CSXT Rockport Terminal. Vessels, their owners, charterers, agents, or receivers of cargo, and other parties concerned shall hold and save CSXT Rockport Terminal harmless and indemnify it from and against any and all losses and claims resulting from any such delays.

F - LINE HANDLING FEE

All vessels docking at Rockport Pier will be required to pay CSXT a line-handling fee:

Anytime **\$1,000.00**

There will be a separate charge for docking and undocking the vessel as outlined above and a 50% overtime charge for any vessel docked or undocked between 2300 and 0700 any day of the week and from 0700 to 0700 on all holidays.

G – HOLIDAY CHARGE

The Terminal will operate (loading vessels or unloading trains) on the following holidays by special arrangement only. Notice for requiring operation on a holiday must be made to the Terminal Superintendent five (5) days prior to the holiday. The following charge shall be made and paid for terminal operation on the CSXT Observed Holidays: **\$2,500.00 on each twenty four (24) hour period or fraction thereof** (unless otherwise negotiated/contracted). The charge will be assessed to the party paying the railroad line haul Transportation Charges. If more than one party is involved, the charge will be prorated to each based on the tonnage handled for each party.

CSXT Observed Holidays

New Year's Day Presidents

Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

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SHIPPER TERMINAL RELATED CHARGES

H - UPLIFTING-TOP OFF TONNAGE

When the total volume of product uplifted onto a vessel or barge is less than 10,000 net tons, or less than 50% of total customer lading on vessel, an additional charge of **\$4.00 per net ton will be incurred**. This charge will be assessed against the party paying the railroad line-haul transportation charges.

I - UPLIFTING

Charges will be assessed against the party paying the railroad line haul Transportation Charges.

1) UPLIFTING - GENERAL TONS

Due to the specialized nature of access to the Rockport Terminal facilities, and the commodities handled, the charges for uplifting general tons is negotiated on a case by case basis and contracted.

2) UPLIFTING - DEEP DRAFT TONS

Any and all tons (including bunkers, etc., except fresh water) loaded in excess of 34.5 feet deep draft tons will have an additional charge of **\$3.80 per net ton**. Should entire boat be loaded at Rockport Terminal, a reduced price of **\$3.30 per net ton** will apply. If requested prior to commencing loading, the CSXT Loading Foreman will notify the vessel's Captain and/or his assignee when deep draft tons commence. Otherwise, upon completion of loading, the Vessel Agent will provide, at no expense to CSXT a draft survey conducted by recognized Draft Surveyor showing total tons loaded in excess of 34'6".

J – BIN CLEANING

CSXT will assess a charge for cleaning storage bins as requested by customer for preparation of such bins for new cargo.

The charge for cleaning storage bins on request shall be:

House	Bins	Charge
Rockport	R9, R18, and each Boom Bay half if used	\$ 875
Rockport	R1, R4, R5, R6, R10, R11, R14, R15, R16, and R17	\$ 875
Rockport	R2/3, R7/8, R12/13	\$ 1,020
Newport	N3, N8	\$ 1,200
Newport	N6	\$ 1,560
Newport	N4/5	\$ 1,700
Newport	N1, N2, N7	\$ 2,000

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K – LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in any CSXT publication or contract, CSXT's liability for loss or delay of, or damage to product at the Terminal shall be that of a warehouseman. If product is lost or damaged at the Terminal, CSXT's liability for damages shall be limited to the lesser of (i) the actual value of the product, or (ii) \$25 per ton of product. CSXT shall have no liability for indirect, special, consequential or punitive damages.

L – FORCE MAJEURE

CSXT and Customers are excused from their obligations under these Terms and Conditions to the extent prevented or delayed by a force majeure event. The party claiming force majeure must notify all parties as soon as practical upon the beginning and ending of the force majeure condition.

M - SALVAGE

Customer product or "heal" cleaned from bins, storage house or conveying system, whether by request of customer or at the discretion of CSXT due to good housekeeping, delays in trans-loading of stored commodities or other operational necessity will be considered SALVAGE. SALVAGE will be segregated by customer only, not by product type.

CSXT gathers extraneous product that accumulates on the Terminals during trans-loading operations. Such product shall be considered SALVAGE.

SALVAGE will be stored at the Terminals. CSXT will provide each Customer with notice of the SALVAGE storage capacity dedicated to their product.

When SALVAGE accumulates to the point that CSXT reasonably believes storage will be exhausted within thirty days, CSXT will notify by e-mail and phone call the customer of the planned removal of SALVAGE from the storage bin(s). Unless customer has otherwise pre-specified, customer will have three business days to advise if they want to have CSXT dispose of the SALVAGE or if the Customer will arrange for reclaim of SALVAGE. Customer will then have ten (10) business days to provide CSXT with a final plan for the removal of the SALVAGE from the Terminal. CSXT will within three business days confirm by e-mail the arrangement selected, and the amount of applicable Disposal of SALVAGE charges, if any.

Disposal of SALVAGE: If Customer does not elect to reclaim the SALVAGE, CSXT reserves the right to charge the Customer for disposal of SALVAGE. CSXT will use commercially reasonable efforts to provide the Customer with a copy of the charges from third party disposal contractors and CSXT's costs from such disposal, and allowed five (5) business days to request permission to reclaim the SALVAGE. If Customer does not seek to reclaim the SALVAGE, CSXT will dispose of the SALVAGE at the Customer's expense. All SALVAGE will be disposed of in a manner consistent with all applicable regulations.

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Storage House Bin Plans

Schematics – not to scale

