

## Upcoming Changes To Rates & Tariffs

FMC Tariff No. 2

 **BACK**

### SECTION V - SERVICE AND EQUIPMENT CHARGES

#### BOARD'S MULTI-PURPOSE CONTAINER CRANES AT NASHVILLE AVENUE AND AT THE NAPOLEON AVENUE CONTAINER TERMINAL

512

Issued - October 27, 2011

Effective - November 1, 2011

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~~Effective - March 1, 2011~~

(1) The Port of New Orleans multi-purpose container cranes ~~nos. 4,5,6 and 7~~ at the Napoleon Avenue Container Terminal are the property of the Board of Commissioners of the Port of New Orleans (Board), and will be made available at a charge to the owners, charterers, and agents, which may include the stevedore, of any vessel which has been assigned to those berths in accordance with Item 300 of this Tariff for the loading and/or unloading of 20', 40' and 45' containers or breakbulk cargo.

(2) The vessel, owner, charterer, ~~or agent or stevedore~~ desiring to rent and use the Board's multi-purpose container crane(s) shall make an application no later than twelve (12) hours prior to the desired start-up time. Application shall be made directly to the Board in a form acceptable to the Board.

Contact: The Board of Commissioners of the Port of New Orleans  
Crane Department  
1350 Port of New Orleans Place  
New Orleans, LA 70160  
Telephone: (504) 231-5692  
~~(504) 236-8663~~  
~~(504) 528-3438~~  
(504) 994-5440  
FAX: (504) 899-8766  
Email: [johnsona@portno.com](mailto:johnsona@portno.com)  
[gervaisj@portno.com](mailto:gervaisj@portno.com)  
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[perkinsd@portno.com](mailto:perkinsd@portno.com)

The signed application form, when approved by a representative of the Board, shall constitute a contract, subject to the rates, rules, regulations, and permissions contained in this Item, this ~~and~~ Tariff and the ordinances of this Board, between the Board of Commissioners of the Port of New Orleans and the vessel, her owners, ~~charterers charters~~, and agents, which may include the stevedore, jointly, severally and in solido.

(3) The Board has developed a procedure for the priority of assignment of the multi-purpose container cranes. This procedure has been attached to the lease agreement between the Board and the tenants of the Napoleon Avenue Container Terminal. The assignment of the multi-purpose container cranes to the lessees of the Napoleon Avenue Container Terminal shall be made in accordance with this procedure. In the event the multi-purpose container crane is assigned to a non-lessee of the Napoleon Avenue Container Terminal a copy of the crane assignment procedure is available from the Board's Marine Terminal Superintendent. Should a conflict arise in the assignment of a crane(s) the Board in its

discretion shall make the final determination.

(4) The rental rate for the use of the multi-purpose container cranes in the loading and/or discharging of containers shall be at the rate of \$525 per hour, and for the loading and/or unloading of breakbulk cargo shall be at the rate of \$380 per hour.

(a) There shall be a minimum charge of two-hours rental for the servicing of ships and a one-hour rental for the servicing of barges.

(b) Crane stand-by time is defined as the time between desired start-up time and the time the crane is actually put to use for cargo operations and shall be assessed at the rate of \$130 per hour. To maximize labor efficiency crane stand-by time may also be charged if a crane is dismissed earlier than originally planned for one work shift and then re-ordered back later for the start of another work shift without the submittal of new crane orders and the required twelve (12) hour advance notice.

(c) Crane time shall be computed from the time a crane is ordered to be available (desired start-up time) until such time the crane is dismissed and secured.

(d) No charge shall be made for the time a crane is inoperable because of mechanical malfunction, inclement weather, or non-working meal hours. All episodes of crane downtime attributable to mechanical malfunction of five (5) minutes or longer duration shall be tracked by Board container crane personnel. At the conclusion of vessel operations the episodes of crane downtime will be totaled. This cumulative total will be noted on the Crane Activity Log which will be presented by the Board's container crane personnel to the stevedore for acknowledgment at the conclusion of vessel operations. This cumulative amount of downtime minutes will then be rounded up or down to the nearest six-minute increment by the Board's billing department for invoicing purposes.

(e) The rental charge for the multi-purpose container cranes includes the service of the Board's crane maintenance crew.

(f) On containers other than 20', 40' and 45', rental charges shall be established, in advance, by special arrangements with the Board.

(g) The vessel, owner, charterer or agent, which may include the stevedores, cancelling crane use application within six hours of desired start-up time shall be assessed one-hour of crane rental.

(h) The Board's crane maintenance crew will cease all crane activities should sustained winds reach 40 miles per hour.

(5) The vessel, her owners, charterers and agents, including stevedores, shall operate the crane(s) with qualified crane operators trained and certified or approved by the Board.

(6) The vessel, her owners, charterers and agents, which may include the vessel's stevedores, hereby assume jointly, severally and in solido, liability for any claims, losses, costs or expenses occurring or resulting from the operation of the multi-purpose container crane(s) and shall defend, save harmless, and indemnify the Board from and against any and all such claims for property damage and personal injury, including death, excluding any such claims resulting from the negligent act or omission of the Board, or from any structural failure of said crane(s) not occasioned by an act or omission on the part of the party operating the crane(s).

(7) The vessel, her owners, charterers, and agents, which may include the vessel's stevedores, shall be responsible for furnishing to the Board evidence of liability insurance coverage, including, but not limited to, worker's compensation, comprehensive general liability, and such other

insurances, in such form and with minimum limits as the Board's President and Chief Executive Officer may require.

(8) Invoices for the rental and use of the Board's multi-purpose container crane(s) shall be issued and the proceeds from such invoices collected by the Board. The vessel, her owners, charterers, and agents, which may include the vessel's stevedores, agree to guarantee and pay all said charges within 30 days of the billing date. A penalty of .05 percent per day, or equal to approximately 18 percent per year, simple interest, shall be assessed on the balance due on invoices more than 30 days old, and the amount of such penalty shall be added to the amount due each month until the amount of arrearage is paid.