



**PORT OF INDIANA-BURNS HARBOR**  
6625 BOUNDARY ROAD, PORTAGE, IN 46368

**PORT TARIFF NO. 9**  
**RATES, CHARGES, RULES AND REGULATIONS**  
EFFECTIVE DATE: APRIL 1, 2019

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**PORT OF INDIANA-BURNS HARBOR  
TARIFF NO. 9**

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**SECTION ONE – PORT INFORMATION**

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**ITEM 100 – SUBRULE 1**

**PORT AUTHORITY; JURISDICTION**

The Ports of Indiana (f/k/a Indiana Port Commission) is a body corporate and politic created pursuant to the laws of the State of Indiana (Ind. Code 8-10-1, et seq.) and its exercise of the powers conferred upon it are deemed to be essential governmental functions of the State of Indiana.

The Port of Indiana-Burns Harbor (“Port”) is under the authority and jurisdiction of the Ports of Indiana and is subject to regulation by the Ports of Indiana, including rules and regulations which it may promulgate from time to time, such as those codified at 130 IAC 1-1-1. et seq. and established in this Tariff. The Ports of Indiana’s authority and jurisdiction extends over all land, water, roads, railroads, docks, berths, aprons, platforms, wharves, buildings, structures, facilities, projects, or operations at the Port. The Ports of Indiana’s authority and jurisdiction includes authority to enforce the terms and conditions stated in this Tariff as well as its other rules and regulations. The Ports of Indiana reserves the right to enforce the terms of this Tariff and/or any other rules and regulations jointly and severally against any users, vessel, and/or cargo violating such terms. The Ports of Indiana shall be the sole judge as the interpretation of this Tariff.

The Ports of Indiana administers operations at the Port with services, such as stevedoring, rail switching, tug and other port services, performed by authorized third party operators.

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**ITEM 105 – SUBRULE 2**

**CONSENT TO TERMS**

Use of the property, harbor and facilities under the jurisdiction of the Ports of Indiana constitutes a consent to the terms and conditions of this Tariff; and evidences agreement on the part of and legally enforceable against all vessels and other users of the property, harbor and facilities, to pay all charges specified, and to be governed by all rules and regulations stated herein.

A copy of this Tariff will be available for review during normal business hours at the Port’s administrative office as well as an electronic copy available on the Ports of Indiana’s website [www.portsofindiana.com](http://www.portsofindiana.com).

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**ITEM 110-SUBRULE 3**

**AMENDMENT**

The Ports of Indiana reserves the right to amend this Tariff, or any item or part thereof, from time to time, and shall provide notice of such changes and modifications to parties requesting in writing notification of such changes and modifications.

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**ITEM 115 – SUBRULE 4**

**NON-DISCRIMINATION**

The Ports of Indiana requires users of its facilities not to discriminate against any employee or applicant for employment with respect to employment decisions and terms and conditions of employment based on race, religion, color, sex, disability, national origin, or ancestry. The Ports of Indiana is dedicated to providing access to its facilities to all users on a fair and non-preferential basis, subject to the terms stated in this Tariff and any other rights granted to other tenants, lessees, or operators at the Port.

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**ITEM 120 – SUBRULE 5**

**PORT FACILITIES**

The Port is part of the (federal) Burns Waterway Harbor located on the southwest shore of Lake Michigan in Portage, Porter County, Indiana constructed and authorized by the Rivers and Harbors Act of 1965. The Burns Waterway Harbor is a deep draft commercial harbor which includes the federal channel and breakwater with approximate specifications as follows:

**Breakwater**

|                                  |            |
|----------------------------------|------------|
| Length:                          | 4,600 feet |
| Width at base:                   | 200 feet   |
| Width at lake level:             | 55 feet    |
| Height above average lake level: | 14 feet    |

**Harbor**

|                               |   |
|-------------------------------|---|
| East Harbor Arm:              | 2,260' x 820'   |
| West Harbor Arm:              | 4,000' x 820'   |
| Turning Basin:                | Diameter 1600'  |
| Water area:                   | 225 acres   |
| Entrance width at lake level: | 600 feet  |
| Width of channel:             | 400 feet  |
| Authorized depth of water:    | 30 feet (approach channel)<br>28 feet (outer harbor)<br>27 feet (harbor arms) |

These stated depths for harbor and breakwater are based on Low Water Datum reference plane for Lake Michigan as established by the U.S. Army Corps of Engineers. These stated depths and other measurements are approximated and are not a guarantee of any specified draft levels or other measurement, which can change at any given time due to dynamic water levels or other factors.

The federal channel and breakwater are under federal jurisdiction and maintained by the U.S. Army Corps. of Engineers.

The Port is a multi-modal facility, consisting of approximately 565 acres of land, water area (100 feet from dock walls), docks, berths, aprons, platforms, and wharves situated along the East and West Harbor Arms, roads, railroads, buildings, structures, facilities, and other projects located

within the Port boundaries as such may change from time to time. The Port is open year-round, subject to weather conditions prevailing.

Port property and facilities are available to users in their as-is condition and use of such are at the user's sole risk, and the Ports of Indiana disclaims any responsibility for damages arising from use of its property and facilities.

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**ITEM 125 – SUBRULE 6**

**NAVIGATION AND PRECAUTIONS**

The (federal) Burns Waterway Harbor provides approximately 30 feet of draft at the entrance channel, 28 feet at the outer harbor, 27 feet in the harbor arms, and 26.5 feet at berths. The entrance to the (federal) Burns Waterway Harbor is located at 41 degrees 38 minutes north latitude, 87 degrees, 11 minutes west longitudes. Vessel captains may take a bearing on the Michigan City lighthouse (U.S. Coast Guard Command) and thereafter have 10 miles of open sea in which to make a direct approach to the (federal) Burns Waterway Harbor entrance.

Vessels moored within the (federal) Burns Waterway Harbor may be subject to severe surging when there are adverse weather conditions, particularly storms accompanied by strong winds from the north. During periods of adverse weather, the Ports of Indiana recommends that vessels moored within the (federal) Burns Waterway Harbor leave or relocate to a berth position better suited to withstand the storm or adverse weather condition. For adverse weather conditions coming from the north, the Ports of Indiana recommends that vessels moored at berths situated east-west either leave the harbor or relocate to berths situated north-south.

The Port's facilities include some fenders situated along dock walls, which may or may not provide sufficient protection for Port facilities (including dock walls) and vessels depending upon various circumstances such as adverse weather conditions or a user's specific use of Port property. Users of Port facilities are responsible for supplementing fenders as may be needed or appropriate to protect Port facilities (including dock wall) and/or vessels moored at the Port from damage resulting from their use or adverse weather conditions.

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**ITEM 130 – SUBRULE 7**

**RESTRICTED ACCESS; PORT SECURITY**

The Port is not a public thoroughfare and admittance is restricted to persons having business to transact with the Ports of Indiana and its operators, tenants and other authorized users. The Port is also a maritime facility regulated under 33 CFR 105 and all users are subject to Department of Homeland Security regulations, including the Ports Facility Security Plan and those facility security plans adopted by terminal operators and other users at the Port.

Port Security, under supervision of the Ports of Indiana, is responsible for enforcement of Port security regulations and empowered to take such actions against violators and offenders as are permitted by applicable law, including regulations promulgated by the Ports of Indiana.

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## SECTION TWO – DEFINITIONS

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### ITEM 135 – SUBRULE 8

The following words used in this Tariff shall have the following definitions, regardless of whether such word(s) is/are capitalized or not:

**Apron:** That portion of a wharf extending from the waterfront edge back 100 feet.

**Berth:** The waterside area of Port of Indiana-Burns Harbor, adjacent to a wharf.

**Berth Space:** Berth area within and adjacent to the Port of Indiana-Burns Harbor which is designated by the Director as available for docking of vessels.

**Bulk Cargo:** Cargo, dry or liquid, that is without mark or count, in a loose unpacked form, having homogenous characteristics.

**Bunkers:** The process by which a tug, barge, or vessel takes on fuel either from tank barge or tank truck.

**Cargo:** Freight received at the Port of Indiana-Burns Harbor and shall include in the meaning of the term all owners, consignors, consignees, and any of their respective agents of such freight includes, but is not limited to, bulk, general, project specific, liquid and/or containerized cargoes.

**Container:** A permanent cargo-carrying unit having standardized dimension designed to transport cargo between various modes of transportation.

**Containerized Cargo:** Any cargo carried in a container.

**Director:** The Port Director of the Port of Indiana-Burns Harbor or his/her duly authorized representative.

**Dockage or Docking:** Accommodation provided at a berth space at the Port allowing a vessel to occupy berth space or tie up to a wharf.

**Fleeting:** The anchoring or securing of a vessel within the harbor while not being worked (e.g. loaded or discharged).

**Force Majeure:** Any act of God, war, act of public enemy, strike, lockout or work stoppage, civil disturbance, governmental decree, act of any governmental authority, act of terrorism, casualties, such as fire, and explosion, adverse weather conditions and events, such as earthquake, highwater and flooding, tornados, storm wind and surges, failures of machinery or equipment, material shortage, and any other event or circumstance beyond the control of the Ports of Indiana.

**Free Time:** The specified period (stated in the Tariff) during which cargo may occupy assigned wharf space free of charge.

**General Cargo:** All non-bulk cargoes.

**Gross Registered Tonnage (GRT):** The tonnage of a vessel as shown in Lloyd's Register of Shipping and in the Ship's Papers. However, the Ports of Indiana reserves the right to admeasure any vessel where deemed necessary or any vessel not included in Lloyd's Register of Shipping and to use such measure in the calculation of charges. When Lloyd's Register of Shipping includes more than one figure as the vessels GRT, the larger of the figures listed shall apply.

**Harbor:** The (federal) Burns Waterway Harbor located on the southwest shore of Lake Michigan in Portage, Porter County, Indiana constructed and authorized by the Rivers and Harbors Act of 1965.

**Heavy-lift Cargoes:** All individual pieces or packages (excluding containers stuffed by shipper, steel coils, and steel slabs) weighing in excess of thirty (30) tons.

**Holidays:**

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day and following Friday

Christmas Eve Day

Christmas Day

When one of the above-referenced holidays falls on a Saturday, the holiday will be observed on the preceding Friday; if the holiday falls on a Sunday, it will be observed on the following Monday, unless otherwise notified by the Director.

**Inbound Cargo:** Cargo received at the Port of Indiana- Burns Harbor in a vessel (or any other mode of transportation) from a foreign or domestic port of origin.

**Liquid Cargo:** Cargo which is neither solid nor gaseous, transferred by means of pipes or hoses.

**Moor:** To secure a Vessel to berth by rope or lines.

**MS4:** Municipal Separate Storm Sewer System which includes a system of conveyances designed or used for collecting or conveying stormwater at a facility.

**Outbound Cargo:** Cargo received at the Port of Indiana – Burns Harbor for loading onto a vessel (or any other mode of transportation) for shipment to a foreign or domestic port of destination.

**Person:** An individual, partnership, corporation, association, joint venture, trust; railroad, governmental entity, or any and all entities not otherwise herein defined which are created for the conduct of business activity.

**Port:** The Port of Indiana – Burns Harbor which is under the jurisdiction of the Ports of Indiana, which boundaries and facilities may be modified from time to time. This includes all port areas and facilities such as water, land, platform, building, structures, docks, road, railroad or other premises, projects or operations located at the Port.

**Port Security:** Any Ports of Indiana employee and/or independent contractor employed by the Ports of Indiana to provide protection services at the Port.

**Project Cargoes:** Freight which is for use in the construction of a specific undertaking.

**Shipside:** The location within reach of ship’s tackle to a vessel.

**Ton:** The term “ton” as used in this Tariff refers to a unit weight of 2,000 pounds.

**Transit Area:** The area covered or uncovered, bordering on the apron of a wharf, pier, or bulkhead structure within which cargo is assembled for loading on a vessel, and to which cargo is discharged for delivery from a vessel or other mode of transportation.

**Transshipped Cargo:** Cargo discharged from a vessel (or other mode of transportation) onto a wharf or other location with the Port with the intention that said cargo will be reloaded onto the same or another vessel (or mode of transportation) for removal from the premises.

**User:** Any person using Port property, facilities, or equipment or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by or through the Ports of Indiana.

**Vessel:** Any ship, laker, tug, towboat, packet, barge, lighter, or other water craft, whether self-propelled or non-self-propelled and shall include in the meaning of the term all owners, operators, charters, masters, captains, and agents thereof.

**Work Boat Harbor:** That small harbor located on the East Harbor Arm at the Port which the Director may designate for use from time to time.

**Wharf:** Any dock, pier, bulkhead, or apron located at the Port under the jurisdiction of the Ports of Indiana.

**Wharfage:** Accommodation provided at a wharf at the Port for the loading, unloading, and storage of cargo.

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### SECTION THREE – GENERAL RULES AND REGULATIONS

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#### ITEM 140-SUBRULE 9

##### OPERATORS; STEVEDORES

The Ports of Indiana does not operate any terminals or facilities at the Port. All such facilities are either leased to tenants or operated by stevedores or other operators. Handling of any type of cargo at the Port must be arranged and handled by and through the Port’s designated cargo terminal operator(s) as may be designated for various services by the Ports of Indiana from time



to time. The only exception is that tenants and/or lessees at the Port are permitted to handle their own proprietary cargo being handled on and for their own account.

The Port's designated cargo terminal operators are also responsible for coordinating security aspects for their operations at the Port. Each shall have a facility security plan and shall be responsible for implementing such plan.

All operators (including stevedores) desiring to operate at the Port must be designated and otherwise authorized by the Ports of Indiana in writing and specifying the scope of authority granted.

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**ITEM 145-SUBRULE 10**

**OPERATOR TARIFFS**

Rules, regulations, and charges for operators providing services at the Port such as, stevedoring, rail, towing and other facility operators, shall be published in a separate tariff, which shall be available for inspection either electronically on the operator's website or a paper copy at its offices during normal working hours. The charges and rates established herein are in addition to any operator charges for operator's services.

Nothing in this Tariff shall be construed as requiring the Ports of Indiana or its tenants, lessees, and/or operators to perform any services not provided for herein nor provide any services without charge.

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**ITEM 150 – SUBRULE 11**

**AVAILABILITY OF FACILITIES AND SERVICES**

Port facilities and services, such as stevedoring, towing, and rail services, may be interrupted by reason of accident, emergency, adverse weather conditions or other causes beyond the Ports of Indiana's or operator's control, or may be discontinued or diminished temporarily until certain repairs, alterations or improvements can be made. The Ports of Indiana does not warrant the uninterrupted availability of Port facilities and services, and shall not be responsible for any damages which may arise due to the unavailability of such facilities and services.

Barge towing services are generally available at the Port. However, because barge towing operator serves other ports, the Ports of Indiana recommends that vessel owners, operators and agents provide sufficient advance lead time to secure such services appropriate for the circumstances, particularly in adverse weather conditions where demand for such services can be high.

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**ITEM 155 – SUBRULE 12**

**COLLECTION OF CHARGES**

All charges stated in this Tariff will be assessed against and payable by the persons as stated in Sections 6 and 7 of this Tariff. With respect to any service charges not specified in this Tariff, such service charges will be assessed against and payable by the person requesting such service.

All charges stated in this Tariff will be invoiced and collected by the Ports of Indiana directly or, at its election, its authorized agents and/or operators, as the Ports of Indiana may designate from time to time. Invoices issued by any authorized agent of the Ports of Indiana shall have the same force and effect as if issued directly by the Ports of Indiana. All invoices are due upon receipt, and any invoices or portions thereof unpaid thirty (30) days after date of invoicing shall be deemed delinquent. Under no circumstances shall an invoice be altered by its recipient.

Any vessel charges shall constitute a lien against the vessel and any cargo charges shall constitute a lien against the cargo/commodity as provided under applicable maritime law. Any delinquent invoice may be assessed interest in the amount of ten percent (10%) per annum in addition to reasonable attorney's fees incurred in collecting such delinquent invoice. The Ports of Indiana also reserves the right to apply any payment received against the oldest outstanding invoice.

Should there be any question in regards to any invoice, the matter must be reduced to writing and directed to the Director or the Ports of Indiana's authorized invoicing party, who will give prompt consideration to the matter and make any appropriate adjustments. Any question or dispute in regards to an invoice is not a basis for non-payment or delay in payment, and such invoice shall be paid in accordance with the terms of this Tariff.

At vessel's request, and as a matter of courtesy and convenience only, invoices may be directed to vessel's authorized agent; provided, however, that submission of such invoicing to vessel's authorized agent shall not constitute a waiver of the lien for charges against the vessel for services and/or supplies furnished the vessel for which maritime law provides for a lien.

The Ports of Indiana and the Ports of Indiana's authorized invoicing party reserves the right to estimate and invoice charges in advance in order to accommodate invoicing within seven (7) days of vessel departure. The Ports of Indiana also reserves the right to estimate, invoice, and collect in advance charges stated in this Tariff if financial responsibility of the responsible person has not been established to the satisfaction of the Ports of Indiana, and use of Port property and facilities may be denied or vessel or cargo removed until such advance payment or appropriate security is made or established.

Unless provided differently in a stevedore's separate lease and/or agreement with the Ports of Indiana, stevedores shall submit to the Ports of Indiana within seven (7) days following departure of a vessel with outbound cargo payment in full and a statement properly certified, showing the total manifest weight and description of all cargo discharged by and/or delivered to said vessel, together with such other information as may be prescribed in forms furnished by the Ports of Indiana for the purpose of computing and assessing the tariff charges and maintenance of Port records and accounts. Any stevedore or operator responsible for collecting Tariff charges on behalf of the Ports of Indiana are responsible for payment (and remittance) the Ports of Indiana regardless as to whether payment has been received from the user by stevedore and/or operator. Nonpayment of any Tariff charges hereunder within sixty (60) days from original due date, regardless of whether written notice of delinquency is given or not, may result, at the Ports of Indiana's sole election, in the cancellation of such party's privileges to use Port property and facilities.

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**ITEM 160 – SUBRULE 13****TRAFFIC REGULATION AND PARKING**

**Land:** The Director is authorized to regulate traffic on the Port's property. No person shall drive or operate, or cause to be driven or operated, any vehicle onto or upon any wharf when, in the judgment of the Director, such vehicle will interfere with the efficient operation of the wharf or any other Port facility.

**Parking:** The parking or idling of all motor vehicles, trailers and other equipment on Port property is restricted to certain designated areas by the Director. Failure to adhere to parking or idling in designated areas may result in the removal of the motor vehicle, trailer or other equipment by the Ports of Indiana and at the sole cost and expense of the user and/or removal of parking privileges on a permanent basis. The Ports of Indiana explicitly prohibits parking or idling of motor vehicles, trailers, and other equipment on Port roads, shoulders, bridges, entrance or exit ramps, or otherwise within its right of way.

**Water:** The Director is authorized to regulate all waterborne traffic within the Port of Indiana-Burns Harbor. Any marine craft, regardless of size, shall restrict its speed so as not to exceed five (5) miles per hour in the Port of Indiana-Burns Harbor. Pleasure craft are not permitted within the Port of Indiana-Burns Harbor without the advance written consent of the Port Director.

**Railroad:** Use of the Port's railroad facilities shall be done in accordance with all applicable laws and requirements of the railroad servicing the Port's main track facilities. Use of the Port's railroad facilities shall be limited to transport of rail cars between the Port's main track facilities and rail spur for any Port tenant, lessee or operator. Use shall not interfere with, disrupt, or obstruct traffic flow and use of the Port's main track facilities. Loading and/or unloading of railroad car(s) or any other article, equipment, cargo or material of any type on the Port's main track facilities or within ten (10) feet of the centerline of the Port's main track facilities (Rail Right of Way) are prohibited and are permitted only with the advance written consent of the Director. In the event of any such prohibited interference, disruption, or obstruction as determined by the Director, the user will arrange, at its sole cost and expense, for immediate action to remove any such interference, disruption, or obstruction. In the event the Director determines that any rail spur switch is in need of maintenance or repair to function safely, the Ports of Indiana shall be permitted, at its election, to lock the switch preventing use of such switch and preventing rail access to such tenant, lessee, or operator premises. Such switch will be unlocked once the Director determines that the responsible party has undertaken the appropriate maintenance, repair, or replacement of the switch.

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**ITEM 165-SUBRULE 14****COMPLIANCE WITH ORDERS**

No person shall disobey any lawful and reasonable order given by the Director, Port Security, or other duly authorized port employee. Port employees may be invested with authority by the Director to carry on the business of the Port and to enforce Port rules.

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**ITEM 170 – SUBRULE 15****ACCIDENTS**

Any accident occurring on or about the Port, any collision of vessels in the harbor, and/or any allision of vessels with Port property must be reported immediately in writing to the Director by the persons involved in the incident and giving details of the incident including, but not limited to, date and time of the incident, all persons and vessels (or other modes of transportation) involved, names and address of all witnesses to the incident, brief description of facts giving rise to the incident, and damages resulting from the incident. In no event, shall reporting of any accident/collision/allision occur later than five (5) calendar days from the date of such incident. In the event of any such accident/collision/allision, persons shall take every reasonable step to prevent contamination of Port property and the harbor and report such action taken to the Director.

Any vessel submerged or sunken in the harbor (or adjacent to Port facilities (e.g. wharves) or within the anchorage basin must be removed immediately or the Ports of Indiana, at its option, may seize such vessel and remove it, holding the vessel responsible for all costs and expenses incurred with respect to such removal.

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**ITEM 175 – SUBRULE 16****NOTICE OF CLAIM / FILING OF SUIT**

Any person who has a claim for personal injury or damage against the Ports of Indiana must file a notice of claim in writing and otherwise file the claim in accordance with the time periods and procedures prescribed in Ind. Code 34-13-3-1, et seq.

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**ITEM 180 – SUBRULE 17****DAMAGE TO PORT PROPERTY**

Damage to Port property and facilities must be reported immediately in writing to the Director as stated in Item 170, Subrule 15 above. Users of Port property and facilities shall be held responsible for all damage caused to such property and facilities by their use and shall be responsible for all repair and/or replacement costs to correct damage sustained to such property. In the event that one or more users may be responsible for damage sustained to Port property and facilities, the Ports of Indiana may elect to proceed against such users jointly and/or severally.

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**ITEM 185 – SUBRULE 18****DAMAGE TO VESSELS, CARGO OR OTHER**

The Ports of Indiana is not responsible for damage to any vessel or equipment incurred for any reason whatsoever while within the confines of the Port, or loss or damage to cargo or other property while on Port property and facilities under its jurisdiction, or for damage or injuries to others by reason thereof. The Ports of Indiana also accepts no responsibility for damage to vessels caused by surging or pounding of its wharves, docks, or other facilities, or any loss or damage to cargo, vessel or other property, resulting loading or unloading, nor for any injury to or loss of cargo on its wharves, docks or other facilities under its jurisdiction as a result of high water or weather conditions.

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**ITEM 190 – SUBRULE 19****CARGO RISK OF LOSS; INSURANCE**

Each shipper or receiver of cargo, or those acting for them, must protect such cargo from loss or damage from any cause whatsoever, including, but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat; cold, evaporation, fire, leakage or discharge from sprinkler system, rain, flood, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, or acts of third persons.

Cargo is not insured by the Ports of Indiana and is stored or otherwise located at the Port at the owner's sole risk. Owners may provide insurance at their option and expense.

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**ITEM 195 – SUBRULE 20****DELAYS/DEMURRAGE; FORCE MAJURE**

The Ports of Indiana is not responsible for any delays, switching charges, or demurrage charges on vessels or railroad cars resulting from any cause whatsoever, nor shall such delays preclude the imposition of storage or demurrage charges provided under this Tariff. Vessels and users shall hold the Ports of Indiana harmless and indemnify the Ports of Indiana for any and all losses, claims, or damages resulting from any such transportation and/or logistical delays or demurrage.

The Ports of Indiana shall not be responsible for any delays, losses, damages or failure to perform any of its obligations where such delays, losses, damages, or failure to perform are due to Force Majeure.

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**ITEM 200 – SUBRULE 21****INDEMNIFICATION**

Users of facilities agree to indemnify and hold harmless the Ports of Indiana from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from their use or operations of Port property and facilities.

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**ITEM 205 – SUBRULE 22****ORDERING RAILROAD CARS**

Requisition orders to railroads for placing, switching, and removal of cars may be made only by authorized persons of the requesting party and shall be communicated by the authorized party to the Port's designated railroad operator directly, and at the request of the Director, the Ports of Indiana shall be copied on such orders by the authorized person of the requesting party. The Ports of Indiana shall have no responsibility for any errors or delays associated with ordering railroad cars.

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**ITEM 210 – SUBRULE 23****CLEANLINESS OF PREMISES; WASTE DISCHARGE**

Users of Port property and facilities shall be responsible for cleaning of the property and facilities and properly disposing (off-site) any rubbish, dunnage, debris, or other waste material

thrown or discharged on property which they have been allowed to use, or which is assigned or leased to them.

Vessels or users of Port property and facilities may not discharge bilge water, wash water, fuel oil, sanitary waste, rubbish, dunnage, debris or other waste into Lake Michigan or the Harbor. Vessels or users of Port property needing to dispose of ballast, bilge water, wash water, debris, or sanitary waste shall discharge the same only into approved facilities. If vessels and users do not maintain Port property and facilities used by them in a reasonably clean condition or in compliance with applicable laws, the Ports of Indiana, after notice, may have said property cleaned and charge the user with the costs thereof. In the event there is more than one user of the area, the Ports of Indiana may elect to proceed with enforcement against such users jointly and/or severally

Vessels and users of Port property shall also comply with all applicable environmental laws, rules and regulations that may be promulgated by federal, state, and local regulatory agencies, authorities, and by the Ports of Indiana including, but not limited to, stormwater discharge and fugitive dust emissions as well as Indiana' spill reporting rule codified at 327 IAC 2-6.1-1.

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**ITEM 210A – SUBRULE 23A**

**PORT'S STORMWATER POLICY/PROGRAM**

The Ports of Indiana has established its own MS4 jurisdiction at the Port pursuant to the MS4 program administered by the Indiana Department of Environmental Management (“IDEM”) under Indiana Administrative Code 327 IAC 15-13. Pursuant to this jurisdiction and authority, the Ports of Indiana has adopted and implements its own storm water quality program, as such may be amended from time to time, which all Port tenants and operators must comply, including payment of storm water fees. A copy of the Port's Storm Water Policy and Program is available for review at the Port's administrative office.

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**ITEM 215 – SUBRULE 24**

**FIREARMS & EXPLOSIVES**

No persons are permitted to carry any firearms, weapons, explosives or similar inflammable materials on Port property except for Port Security and federal, state, and local officials on duty (including training exercises approved by the Director) and whose responsibilities include carrying a firearm or having such materials. Discharging a firearm anywhere within the Port, including over any land or over or from the harbor or Lake Michigan, is prohibited without the prior written consent of the Director. Any person violating this provision is subject to appropriate action by Port Security and/or federal, state, or local law enforcement authority.

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**ITEM 220 – SUBRULE 25**

**FIRE EQUIPMENT**

Persons shall not remove or obstruct or interfere with the free and easy access to, or in any manner disturb, any fire extinguisher, fire hose, fire hydrant, or any other firefighting appliance or apparatus installed in or upon any wharf or other Port property. At its election, the Ports of

Indiana may remove or otherwise resolve any such obstruction or interference at the sole cost and expense of the offending person.

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**ITEM 225 – SUBRULE 26**

**SMOKING**

Persons shall not smoke on or upon the wharves or in the warehouses, sheds or other structures of the Port set apart for the loading and unloading of vessels, or for the storage or warehousing of cargoes or other merchandise; nor shall persons smoke upon any truck, dray, float, automobile, or vehicle of any kind when using the aforesaid structures. Persons shall not smoke or use matches or cigar/cigarette lighters in the hold of any vessel or upon the decks thereof while loading or unloading cargo.

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**ITEM 230 – SUBRULE 27**

**UNAUTHORIZED USE OF SPACE**

All persons and users are prohibited from using Port property and facilities which are not available or otherwise designated for use under the terms of this Tariff, unless prior arrangements have been made and memorialized in writing by the Director. Any such unauthorized use is subject to immediate ejection and removal at the offending person's sole cost and expense as well as assessment of rent and/or other charges associated with such use as shall be determined by the Director. This prohibition includes use of any truck concourse for storage of vehicles and cargo as well as any tools, appliances and equipment, vehicles, or any other materials of any stevedore or other operator which is not part of cargo.

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**SECTION FOUR – RULES AND REGULATIONS - VESSELS**

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**ITEM 235 – SUBRULE 28**

**APPLICATION FOR PORT ENTRY/BERTH**

All vessels shall make application to the Director for permission to enter the Port of Indiana-Burns Harbor. The application shall be in writing (written email is acceptable), specifying the date and estimated time of arrival and the nature and quantity of cargo, if any, to be handled. Such vessel desiring berth space at wharves under the control of the Ports of Indiana shall also indicate in the application the desired date and time of docking. If the application is approved, the Director will notify the applicant (written email acceptable). The approved application, as acknowledged by written emails, shall constitute a contract by and between the Ports of Indiana, the vessel.

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**ITEM 240 – SUBRULE 29**

**BERTH ASSIGNMENTS**

Assignment of berth space shall be made by the Director. Any vessel entering the harbor without an assigned and then available berth space shall tie or anchor only at such place as designated by the Director. Any vessel in violation of, or falling to comply with, this rule will be fined \$100 per hour during the time such violation continues.

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**ITEM 245– SUBRULE 30****ANCHORING AND MOORING OF VESSELS**

Vessels may anchor in the open harbor if granted special permission, in advance and in writing, by the Director.

Vessels must be appropriately secured and moored to the dock and additional ropes and lines may be added by the Port stevedore to safeguard the Vessel and/or Port Facilities at the sole and absolute discretion of the Ports of Indiana and/or the Port stevedore. Additional ropes and lines added shall be at the sole cost and expense of the Vessel and/or towing company as may be assessed by the Port stevedore and an additional charge of \$500 per rope or line shall be assessed in the event any added rope or line is removed from the Port dock.

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**ITEM 250 – SUBRULE 31****HARBOR OF REFUGE**

Rules in Item Numbers 160, 235, 240 and 245 will not apply when vessels are forced to enter the Port of Indiana-Burns Harbor as a harbor of refuge. Immediately upon entry, Vessels shall contact and report circumstances to Port Security at 219-787-8853. Any vessel entering the Port as a harbor of refuge accepts the conditions of the Port, including those stated in Item Numbers 120 and 125.

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**ITEM 255 – SUBRULE 32****VACATING OF BERTHS**

The Ports of Indiana is authorized to order and enforce the removal or change the location of any vessel, boat, barge, or other water craft at the vessel's expense, to such place as the Port of Indiana may direct, for the purpose of facilitating navigation or commerce, or where the Ports of Indiana determines that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, Port property and facilities, or the rights or property or safety of others. Such situations include, but are not limited to, (i) moving vessels to accommodate demand for specific berth space; (ii) where vessel exceeds any grace period granted by the Director; (iii) moving idle vessel (including vessel berthed for repairs) from a working berth space to make such berth available for other vessel prepared to work; or (iv) potential natural disasters or adverse weather conditions, which make the continued presence of a vessel a threat to the vessel, berth, Port property and facilities, or the rights or property or safety of others.

After completion of loading or unloading, all vessels are required to vacate the berth promptly unless the Director, at its discretion, grants in writing a vessel a grace period of additional time (not to exceed 2 hours) for the vessel to vacate the berth. All vessels completing loading or discharging after midnight shall be allowed to remain at the berth until 6:00 a.m. the next morning.

In addition to any other available rights or remedies, the Ports of Indiana, at its discretion, may require vessels moored at a berth to work overtime at the vessel's cost and expense when there is a need or demand for specific berth space by more than one vessel. In the event such vessel elects not to comply with the Director's overtime requirement, the vessel shall immediately vacate the berth.



If vessel fails to promptly vacate as ordered by the Director for any reason, vessel shall be responsible for any damage or expense that may be incurred by the Ports of Indiana or others due to vessel's failure to vacate. The Ports of Indiana shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall hold the Ports of Indiana harmless for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in penalty to the vessel of \$1,000.00 per hour for each hour of non-compliance. Refusal may result in denial of future berthing privileges.

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**ITEM 260 – SUBRULE 33**

**FIRE ABOARD VESSEL**

In the event of fire occurring on board any vessel in the Port of Indiana-Burns Harbor, such vessel shall, if equipped with a horn or whistle, sound five (5) prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the wharf to which such vessel is moored. Such signal may be repeated at intervals to attract attention, but is not a substitute for, and shall be used in addition to, other means of reporting a fire. Reporting of a fire is the responsibility of vessel personnel. "Prolonged blast" means a blast of four to five seconds duration and which signal shall not be used for any purpose other than to indicate a fire.

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**ITEM 265 – SUBRULE 34**

**RAT GUARDS**

All vessels (excluding barges) are required to place rat guards or other effective appliance on all hawsers and lines attached to the wharf to prevent rats from moving between vessel and wharf. Gangways or other connections between the vessel and wharf when not in use must be similarly protected. Any vessel not complying with this rule will allow Port personnel to go aboard to install (and remove on departure) rat guards on lines in violation. The vessel will be assessed a charge for this service as stated in Item Number 370, Subrule 55.

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**ITEM 270 – SUBRULE 35**

**PRIOR DELIVERY OF RAILROAD CARS**

If railroad cars are required, persons responsible for cargo are required to arrange for rail car delivery prior to the vessels arrival to facilitate proper spotting of railroad cars and to determine the order of loading.

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**SECTION FIVE – RULES AND REGULATIONS - CARGO**

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**ITEM 275 – SUBRULE 36**

**MANIFEST TO BE FURNISHED**

Vessels discharging or loading cargo or passengers at the Port's wharves must furnish promptly to the Director copies of their inbound or outbound manifests showing consignors and consignees, weights or measurements of the various cargo and the basis on which Tariff charges are assessed on the cargo, and a copy of any passenger list. The Ports of Indiana reserves the right to audit all such manifests and to use such audits as a basis for assessment of Tariff charges.

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**ITEM 280 – SUBRULE 37**

**EXPLOSIVES & HAZARDOUS CARGOES**

Any explosives or hazardous cargo shall be handled over or received on the wharf only after explicit written approval by the Director. The handling and storage of any such cargo is subject to, and must be conducted in accordance with, applicable federal, state and local laws, rules and regulations.

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**ITEM 285 – SUBRULE 38**

**CARGO HANDLING RULES**

The handling and/or storage of sulfur, phosphate, salt, or fertilizer or any corrosive material is prohibited on the wharves in front of any general cargo transit shed. Any such bulk commodities must be confined to the established open wharf areas specifically designated for bulk commodities, or may be otherwise permitted in a separate lease agreement with the Ports of Indiana, or may be approved in writing by the Director.

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**ITEM 290 – SUBRULE 39**

**STOCKPILING/STAGING OF CARGO**

Stockpiling and/or staging of cargo is prohibited within forty (40) feet of dock walls and shall not exceed five hundred pounds (500 lbs.) per square foot along the dock apron.

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**ITEM 295 – SUBRULE 40**

**BULK LIQUIDS**

The handling of all types of bulk liquid cargoes, except vegetable and animal oils, from either tank barge or tank vessel into or from tank cars, trucks or barges, is prohibited over all general cargo docks unless authorized in advance in writing by the Director.

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**ITEM 300 – SUBRULE 41**

**PERISHABLE AND OFFENSIVE CARGOES**

Perishable and/or offensive cargoes shall be handled over or received on the wharf only if previously approved in writing by the Director.

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**ITEM 305 – SUBRULE 42**

**MARKING ON CARGOES**

Any material placed in storage must be legibly and permanently marked.

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**ITEM 310 – SUBRULE 43**

**INSPECTION OF CARGO**

The Ports of Indiana is authorized to board and inspect any vessel at the wharf to ascertain the kind and quantity of cargoes thereon, and to determine compliance with all provisions of this Tariff.

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## SECTION SIX – RATES AND CHARGES -VESSEL AND CARGO

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### ITEM 315 – SUBRULE 44

#### GENERAL INFORMATON

Sections Six and Seven establish the rates and charges for the privilege of entering the Port and using its facilities designated from time to time for public use (e.g. property and facilities not owned by or under lease to others), and for other services available from time to time under the terms of this Tariff. The charges and rates published herein are subject to change in accordance with Item 110, Subrule 3.

The Ports of Indiana reserves it right to quote charges and rates separate and apart from this Tariff for project or customer specific circumstances or other services not stated herein.

With respect to the assessment of dockage charges and fleeting charges, a day shall be based on a full 24 hour period which shall commence at the time the vessel arrives at berth and which continues thereafter for the immediate 24 hour period following arrival. In the event the last day is less than a complete 24 hour period, such charges for the last day shall not be assessed if the vessel departs within four hours of the commencement of the final day. In the event the vessel's departure exceed this four hour period, then such charges shall be assessed based on a full day.

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### ITEM 320 – SUBRULE 45

#### DOCKAGE CHARGES

Dockage charges are assessed against the vessel and commence when a vessel is made fast to the wharf and continues until the lines have been cast off and the vessel vacates the berth. Dockage rates apply for each day (24-hour period) the vessel is berthed at the wharf, including Saturdays, Sundays, and Holidays. Dockage charges at all wharves are assessed at the following rates:

1. Vessels (except barges): \$.06 per Gross Registered Ton per day.
2. Barges in inland waterway and/or lake service during cargo operation: (a) 200 feet in length and under, \$8.00 per day; (b) Over 200 feet in length, \$400.00 per day.
3. Fleeting, idle barges, and barges/tugs receiving bunkers (a) barges 200 feet in length and under, \$20.00 per day (b) barges over 200 feet in length, \$400 per day (c) tugs \$400 per day.
4. Lake and inland tugs/tow boats docked in Work Boat Harbor or public dock, \$10/day.

Dockage charges may be waived or modified by the Director to accommodate special circumstances.

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### ITEM 325 – SUBRULE 46

#### VESSELS EXEMPT FROM DOCKAGE

Dockage charges will not be assessed against: (1) Government-owned vessels of any nation, when such vessels are not engaged in commerce; or (2) any other vessels or circumstances waived in advance and in writing by the Director.

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**ITEM 330 – SUBRULE 47****WHARFAGE CHARGES**

Wharfage charges are assessed against all cargo, which passes over a wharf, or is transferred between vessels, or is loaded to or unloaded from a vessel, regardless of whether a wharf is used or not. Wharfage charges are assessed against and payable by the owner of the cargo and are assessed on the basis of the cargo's weight in Tons (2,000 pounds) or measurement of one cubic meter, as freighted, multiplied by the rate below, whichever produces the greatest revenue.

| <b>Commodity</b>  | <b>Rate</b> |
|---|-------------|
| Steel Products  | \$ 0.45     |
| Heavy-lift/project cargo  | \$ 1.20     |
| Slag  | \$ 0.35     |
| Fertilizer, liquid or dry incl. potash  | \$ 0.35     |
| Coke  | \$ 0.35     |
| Limestone   | \$ 0.35     |
| Salt  | \$ 0.35     |
| Cotton Seed   | \$ 0.45     |
| Blooms and Billets  | \$ 0.45     |
| Other liquid bulk, N.O.S.   | \$ 0.50     |
| Other dry bulk, N.O.S.  | \$ 0.50     |
| General cargo to and from barges (other than Steel Products, Heavy Lift and Project Cargo) and/or vessels and cargoes, N.O.S. | \$ 0.45     |
| Containers (per container)  | \$15.00     |

Cargo discharged upon wharves from vessels and transhipped on other vessels shall be subject to the payment of a first wharfage charge plus one-half of a second wharfage charge, provided said cargo does not leave the wharves or no change in the state or nature of the cargo has occurred. Wharfage charges are also assessed for shipside delivery to and from barges and/or vessels, and overside when tied to wharf areas or to other vessels.

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**ITEM 335 – SUBRULE 48****CARGOES EXEMPT FROM WHARFAGE CHARGE**

The following cargoes are exempt from payment of wharfage charges: (1) Ship's stores, repair materials and supplies when intended for the vessel's own use, consumption, or repairs for specific cargoes being handled; (2) Cargo consisting exclusively of the property or supplies of the Ports of Indiana; and (3) any cargo or circumstances waived in advance and in writing by the Director.

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**ITEM 340 – SUBRULE 49****WHARFAGE DEMURRAGE CHARGE**

Wharfage demurrage charges are assessed against the cargo, both inbound and outbound, which remain on wharves, or in transit areas, or other Port property beyond the Free Time allowed under this Tariff, unless advance storage arrangements have been approved in writing by the Director. Wharfage demurrage charges shall be assessed against the owner of the cargo. Wharfage demurrage charges apply and are assessed as of expiration of Free Time. For the first

thirty (30) calendar days following expiration of Free Time, wharfage demurrage charge shall be assessed at the rate of \$75.00 per acre for each day cargo remains on the wharves. For each subsequent thirty (30) calendar day period, the wharfage demurrage rate shall be increased by \$25.00 per acre per day for each additional thirty (30) calendar day period. By way of example, second month following expiration of Free Time period shall be \$100.00 per acre per day and the third month \$125.00 per acre per day. Wharfage demurrage charges shall be assessed utilizing minimum of acre units for area utilized and if area utilized is less than a full acre unit then charges will be assessed based on full acre unit regardless if full acre utilized. Wharfage demurrage charges do not include the cost of handling to and from place of storage.

The owner of the cargo is responsible for making necessary arrangements to ensure that truck lines or local cartage companies make pick-up or deliver cargo within the allowable Free Time. Failure to clear the entire quantity of cargo on any bill of lading prior to expiration of applicable Free Time will not relieve the owner of the cargo from assessment of wharfage demurrage charges on the balance of cargo remaining on the wharf after expiration of Free Time.

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#### **ITEM 345 – SUBRULE 50**

##### EXCEPTIONS TO WHARFAGE DEMURRAGE CHARGE

If cargo needs to remain on the public wharves after Free Time, the Director, at his/her discretion, may make special arrangements which shall be memorialized in advance and in writing, to avoid the assessment of wharfage demurrage charges, provided, however, that under no circumstances shall the rate be less than that established for “Outside Storage Charge” as stated in Item 390, Subrule 59.

The Director, at its sole election and determination, may also extend Free Time in the event cargo cannot be removed from the wharves within applicable Free Time due to Force Majeure.

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#### **ITEM 350 – SUBRULE 51**

##### FREE TIME

Free time will commence at 8:00 am. of the first business day (defined as Monday through Friday, excluding Holidays) following the completion of a vessel’s discharge in the case of inbound cargo, or arrival at the terminal in the case of outbound cargo, whether or not written or other notice has been sent or given. Free time will expire at 5:00 p.m. on the fifth business day in the case of inbound cargo, or the 10th business day in the case of outbound cargo.

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#### **ITEM 355 – SUBRULE 52**

##### EXCLUSIONS FROM FREE TIME

Free Time shall not apply to the following cargoes, commodities, and property which because of their special nature, or governmental rules and regulations (including local ordinances), or because the wharves are not equipped to care for such property, require prompt removal from the wharves:

1. Oils and/or liquids in bulk in ship’s tanks;
2. Animals and birds;
3. Bullion and treasure;

4. Dangerous and/or hazardous cargo;
5. Jewelry, precious stones, etc.;
6. Refrigerated cargo.

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**ITEM 360 – SUBRULE 53**

WINTER FLEETING

Charges for winter fleeting shall be assessed against each vessel on the basis of overall length, per day, as follows: Either loaded or light vessels: \$.25 per lineal foot per day, with a minimum charge \$150.00

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**SECTION SEVEN – RATES AND CHARGES – MISCELLANEOUS**

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**ITEM 365 – SUBRULE 54**

FRESH WATER

Fresh water will be furnished at no charge other than a hook-up fee to vessels berthed at the Port. Hook-up fee for this service is \$500 per connection.

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**ITEM 370 – SUBRULE 55**

MISCELLANEOUS CHARGES

**1. Removal of Waste Materials:** Galley Waste: The Ports of Indiana will accept galley waste generated by vessels docked at the Port, and will dispose of the same in port-provided APHIS approved reception facilities. Waste must be packed in Port-provided and approved containers. Waste not packed in the appropriate containers will not be accepted. Galley wastes are comprised of the following: All material derived in whole or part from fruit, vegetables; meats, or any products which come in contact with such materials on board a ship that has been outside the Continental United States or Canada within the previous two years. The prevailing charge may be obtained from the Director.

**2. Installation of Rat Guards:** Rat Guards will be installed and removed by Ports of Indiana employees or by others at the direction of the Director on vessels not complying with the Item No. 265 Subrule 34. The vessel will be charged \$25.00 per line for this service.

**3. Obstruction of Wharves:** Tools and equipment which remain on the wharves or other public areas after 24 hours' notice by the Director to remove them may be stored by the Ports of Indiana at the cost and expense of the responsible party. A charge of \$25.00 per day will be made in addition to the cost of storage and removal.

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**ITEM 375 – SUBRULE 60**

FREIGHT CHARGES

The Ports of Indiana assumes no responsibility for rail, water or truck no cargo/freight charges on shipments moving via its facilities. Cargo/freight charges cannot be prepaid by the Ports of Indiana for customer's account.

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**ITEM 385 – SUBRULE 61****GOVERNMENT FEES**

All fees and charges levied by federal, state, and local governments in connection with the storage and handling of cargoes under this Tariff, and all revenue stamps required on documents and bills of lading, shall be addition to the rates and charges stated in this Tariff.

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**ITEM 390 – SUBRULE 62****TRANSIT SHED USE CHARGE**

Not presently applicable.

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**ITEM 395 – SUBRULE 63****OUTSIDE STORAGE CHARGE**

Exterior areas at the Port, which are not otherwise designated for public use, may be available for use by persons and users as may be designated by the Director from time to time. The charge for use of such storage areas will be in accordance with prevailing land lease rates established by the Ports of Indiana from time to time, and which upon request, may be quoted by the Director.

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**ITEM 400 – SUBRULE 64****BUNKERS RECEIVED AT THE PORT**

Any tugs, barges, or vessels entering the Port for the purpose of receiving bunkers are subject to all terms and conditions stated in the Port Tariff and shall pay the following charges:

1. Dockage Charge as stated in Item 320- Subrule 45; and
2. Bunker Charge:
  - a. For bunkers received from a Port tenant, the charge is \$250.00 per call; and
  - b. For bunkers received from a non-Port tenant, the charge is \$500.00 per call.

Any tugs, barges, and vessels receiving bunkers at the Port are responsible for all costs, expenses, and damages arising from its receipt of bunkers and shall indemnify and defend the Ports of Indiana from the same. Such responsibility and liability may include costs associated with response to, or abatement of any spills, releases, or discharges or pollution, invasive species, or hazardous materials into the air, land, water, groundwater or waterways in and around the Port and its vicinity. If any tug, barges, or vessels receiving bunkers at the Port fails to immediately commence cleanup, the Ports of Indiana may undertake clean up operations, and such tug, barge, or vessel shall promptly reimburse the Ports of Indiana.