

# OCEAN HIGHWAY & PORT AUTHORITY NASSAU COUNTY



FSCJ - Betty P. Cook Nassau Center  
\*David Yulee Room\* (Rm. A-114)  
76346 William Burgess Blvd  
Yulee, FL 32097

## AGENDA

Wednesday, August 24, 2022

6:00 PM

6:00 PM – Meeting Call to Order – Chairman

Invocation

Pledge of Allegiance

**Roll Call:** Miriam Hill, District 1; Danny Fullwood, District 2, Scott Hanna, District 3; Carrol Franklin, District 4; Mike Cole, District 5

1. **Comments** - Audience (Comments submitted prior to the meeting)
2. **Approval of Minutes**
  - August 10, 2022 Monthly Meeting minutes
3. **Port Attorney Report**
  - Chap. 119, F.S., Shade Meeting (if necessary), Ross v. OHPA
4. **Port Accountant Report**
  - Budget 2022-2023 (v. 2)
5. **Port Executive Director Report**
6. **Port Operator Report**
  - Tariff 2022-1 (Amendment)

7. **Other items to be brought by Commissioners**  
**Adjourn**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.



# Meeting Minutes

# OCEAN HIGHWAY & PORT AUTHORITY



Miriam R. Hill – Commissioner, District 1  
Danny Fullwood – Chairman, District 2  
Scott Hanna – Secretary/Treasurer, District 3  
Carrol Franklin – Commissioner, District 4  
Mike Cole – Vice Chairman, District 5

## Monthly Meeting Minutes

August 10, 2022

The Ocean Highway and Port Authority of Nassau County held its Monthly Meeting on Wednesday, August 10, 2022 at the FSCJ-Betty P. Cook, Nassau Center (David Yulee Room, Bldg. A-114), 76346 William Burgess Blvd., Yulee, FL 32097.

The meeting was called to order at 6:01 PM by Chairman Fullwood.

The invocation was given by and the Pledge of Allegiance was led by Vice Chairman Cole. Roll call was conducted by Rossana Hebron. All Commissioners were present. Also in attendance were David Kaufman, Port Executive Director; Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Butch Gilbert, Port Operator.

- 1. Comments** - Audience (Comments submitted prior to the meeting)
  - No public comment forms were submitted.
- 2. Approval of Minutes**
  - July 13, 2022 Monthly Meeting Minutes

**Discussion:** Vice Chairman Cole and Commissioner Hill provided amendments to the meeting minutes. Mrs. Hebron will apply the changes. No other revisions were suggested.

Vice Chairman Cole motioned to accept the July 13th meeting minutes as amended. Commissioner Hill second the motion.

**The Board unanimously voted in favor of the motion.**

### 3. Port Attorney Report

Below are the summaries of the pending matters from Mr. Krechowski's written report (with added updates on Ross v. OHPA and COFB Sewer Line):

#### Nassau County Property Appraiser

Answer filed by OHPA – Reply served by Property Appraiser. Working to advance OHPA position and arguments in case.

Property Appraiser has notified OHPA of denial of 2022 tax exempt status. Preparing petition to Value Adjustment Board.

### **COFB v. OHPA**

No new developments. Case remains pending.

### **Ross v. OHPA & Worldwide Terminals (WWT)**

Ongoing discovery amongst parties. Hearing on OHPA's and Nassau Terminal's separate Motions for Summary Judgment on Aug. 17.

Mr. Ross submitted a settlement offer to OHPA. Mr. Krechowski requested to keep the discussions to a minimum considering the case is still pending and the petitioner was present at the meeting. He distributed copies to the Board and discussed the matter with a few of the Commissioners. If it becomes necessary to discuss settlement, he will request a shade meeting.

### **Savage Services Ownership**

Actively working on transition with staff, Chairman and attorneys from Savage. Team meeting scheduled for Aug. 9.

### **COFB Sewer Line**

Line has been installed. New video needed given poor quality of original video – engineers are not able to clearly see repair work. Proposals have been solicited. City still has to re-shoot video. Matter transferred to Mr. Kaufman.

OHPA's obligation is to retain an engineer to review the new video and sign off on it. Mr. Krechowski emphasized it is pertinent to ensure the completed work is satisfactory because OHPA is responsible for the maintenance moving forward.

### **Security Services Contract**

Red-line edits provided to Mr. Kaufman.

### **Fabric Warehouse**

Awaiting draft contract from vendor for review/edit.

### **Miscellaneous**

Remaining OHPA assigned tasks actively being worked on.

## **4. Port Accountant Report**

- **Financial report – July 2022**

Mr. LaPorte explained there are additional line items to the Treasurer's report; specifically, the Port Director's salaries/travel expenses and unpaid legal fees. He explained OHPA does not have the cashflow to pay off the Master Plan and outstanding legal fees. Mr. Krechowski is aware of the situation and explained

the Property Appraiser matter was submitted to OHPA's carrier. Reimbursement is forthcoming pending payment of those legal fees.

Mr. LaPorte submitted reimbursement requests to the Master Plan grant and ARPA funds. Those reimbursements are in process.

- **ARPA Funds Reimbursement update**

In addition to the aforementioned reimbursements, Security invoices will be submitted every 3 months to ARPA to add to the cashflow.

- **Engagement Letters (Audit and Examination FY2021-2022)**

Mauldin & Jenkins (M&J) will commence auditing in November for the FY ending in September 30, 2022. There are two engagements letters (Audit and Examination) presented for Board discussion and approval.

Mr. LaPorte explained OHPA is in year two or three of the agreement with M&J. Once it expires, OHPA can post for bids for other auditing firms to exercise good practices. Mr. LaPorte recalled OHPA requested a 3-year cost estimate from M&J but the agreement is non-binding. OHPA may withdraw from the agreement if not satisfied with M&J's performance. Mr. Kaufman will manage future contracts for audits.

Commissioner Franklin motioned to approve both Engagement letters. Commissioner Hanna second the motion.

**The Board voted unanimously in favor of the motion.**

- **Annual Op Agreement Inflation Adjustment**

Mr. LaPorte distributed copies of the Port Operating agreement Annual CPI (Consumer Price Index) Adjustment. The present Operating agreement contains several inflation provisions; specifically, to the Annual Fixed fee contribution, Facility Use fee (begin in contract year 7), and Capital Improvement and Maintenance fund (begin in contract year 7).

According to Mr. LaPorte, the aforementioned provisions has not been implemented since WWT assumed the Port Operating duties in 2018 because the CPI were minor for those first three years. Presently, the CPI has grown to 8.3139% in 2022 (June mark with August rate to be determined). He recommended OHPA raise WWT's contribution to \$295,757.50 annually. This amount does not reconcile for the lost revenue in the first three years. Mr. LaPorte emphasized the annual CPI adjustment to the Operator's contribution is a pertinent element of the Operating agreement. Therefore, those lost revenue should be retroactively collected from the new Operator.

A resolution is necessary at the October meeting to confirm the CPI and agreement between OHPA and the new Operator. He requested Mr. Kaufman discuss and confirm the calculation and methodology with Mr. Gilbert, Port Operator. Mr. Krechowski explained the inflationary increase should be based

on contract year (November) not OHPA's fiscal year. The budget may be amended as necessary.

- **Proposed Budget Amendments (FY 2021-2022)**

Mr. LaPorte proposed amending the budget for the remaining fiscal year because there are additional line items and amount changes.

**Revenue:** Quarterly fee (\$272K), Legal fee reimbursement (\$34,500), ARPA reimbursement (\$219K), and Master Plan grant reimbursements (\$82K).

**Expenses:** Port Director salaries (\$32K), Payroll taxes (\$13K), Master Plan (approximately \$239K), Legal fees (\$55K), Unpaid legal fees (\$95K), and website (\$500).

In sum, there is an anticipated \$95K loss this fiscal year. Chairman Fullwood asked the other Commissioners to review the proposed amendments to the budget to discuss at the next meeting.

- **Budget FY 2022-2023 review**

The following are some of the proposed amendments for the coming FY 2022-2023:

**Revenue:** Quarterly fee (\$297K per 9% CPI), ARPA reimbursement (\$297K), Misc. income (\$2K), and Port revenue (Cruise - \$15K, Harbor administration - \$20K).

**Discussion:** The Misc. income line item is for the Bond conduit fee of \$2K. Mr. LaPorte reported OHPA has not received payments since it was issued. He recalled when the Bond was discussed previously, OHPA was to receive a \$2K annual fee. Mr. Krechowski will confirm with RBC Capital Markets.

**Expenses:** addition of the Executive Director's salaries plus Business development expenses and travel (approximately totaling \$150K).

Mr. LaPorte asked for Board directions on amending the amount for the Port Attorney salaries that was budgeted for \$30K in previous years.

There were no changes with the fixed expenses (Discretionary and Port Operations).

Chairman Fullwood directed the other Commissioners to review the budget before the next meeting for discussions.

**Discussion:** Commissioner Hill requested a list of additional past revenues or uncollected fees from the former Port Operator that were discussed earlier in the meeting. Mr. LaPorte explained that Operator submitted an invoice, under

the contract, for unusual event fee (i.e., Covid pandemic). There are claimed and unclaimed expenses between OHPA and the Operator. Mr. Krechowski recalled the alleged expenses that Nassau Terminals (NT) was owed came under the mutual release agreement signed before the end of last year. It was a claim NT forfeited. He will confirm the language in that agreement. Chairman Fullwood recalled the former Operator did not report the revenue from the cruise ships. Both Mr. LaPorte and Mr. Kaufman will prepare a list of outstanding fees owed to OHPA by the former Operator.

## **5. Port Executive Director report**

Mr. Kaufman submitted a written report that is attached to the meeting packet.

Additionally, the Customs and Border Protection (CBP) requested a plan for their IT systems upgrades at the Customs House. They provided a cost estimate of the IT equipment, approximately \$56K. OHPA, in turn, will sign an agreement to pay the cost with an annual maintenance, approximately \$10K-11K, provision. Through Mr. Kaufman and the Chairman, they negotiated to confirm whether OHPA will execute said agreement by beginning of September. Grant funds (FSTED), approximately \$24K, are available that both FDOT and Florida Ports Council (FPC) agreed the IT project is an appropriate use for the grant. He suggested the Operator absorb the balance as well as the annual maintenance costs. Conversation with the Operator is in progress.

Mr. Kaufman, Mr. Krechowski, and the Chairman met with the Savage leadership to review the Operating agreement, Master Plan, and the Charter. Key issues discussed include the Customs House and lost revenues. More meetings are planned.

Mr. Kaufman reported the Public Open House was a success. They received feedback from the community and assured the public, their concerns will be addressed moving forward.

Savage will participate in an upcoming job fair on October 20<sup>th</sup>, 10-2 PM, at the Baymeadows Holiday Inn, sponsored by the Transportation Logistics community along with the USO.

He toured Crawford Diamond with Vice Chairman Cole and Jacksonville Electric Authority (JEA).

- **Florida Ports Council (Inv #2813 – G1L46 Master Plan)**

Mr. Kaufman recommended OHPA pay the outstanding FPC invoice, \$2,065, for administrative fees of Grant G1L46 since OHPA is responsible for paying the local match for that grant. Mr. LaPorte explained the ARPA funds may be used to pay for the invoice.

Vice Chairman Cole motioned to pay the outstanding FPC invoice. Commissioner Hanna second the motion.

**The Board voted unanimously in favor of the motion.**

**Discussion:** Mr. LaPorte reminded the Board, per Mr. Kaufman's contract, he must be given some goals for his annual performance review (as the new fiscal year starts in October 2022). Chairman Fullwood requested Mr. LaPorte submit some ideas for goals to be discussed at the next meeting.

Additionally, Commissioner Hill recalled discussions for a 360-type evaluation process for the Administrative Office Manager (AOM), to allow for some back-and-forth performance assessments. Mr. LaPorte explained that the Port Accountant's, Port Attorney's, and AOM's contracts only require renewal of the respective engagement letters from the Board. Mr. Kaufman reported he and Mrs. Hebron are in the process of collaborating and strategizing on improving/revising some of the processes in place.

Chairman Fullwood praised Mr. LaPorte's extraordinary efforts in absorbing some of the duties not included in his contract; specifically, the grant reimbursements (FPC, ARPA, Master Plan). He hoped to compensate Mr. LaPorte in the future. The Port Accountant will be submitting a separate invoice for his work on the grants.

## **6. Port Operator Report**

- **Tonnage – June 2022**

Mr. Gilbert introduced his wife, Cassidy, to the Board.

He also introduced another Savage team member, Matt Nelson. Mr. Nelson provides support for operations at the Port and also for hurricane recovery.

As for the July 2022 tonnage, Mr. Gilbert reported the tonnage is down with 28K total tons from last month. He explained this is due to the ebbs and flows of the shipping business. He added there were 42 dockage days, 7 Port calls, 157 rail cars, and an average of 7 trucks per day. Across the board, totals for 2022 is up 18% from 2021. He expects more throughput number in the coming months. He also explained the dockage days represents each day a ship is docked at the Port; therefore, the increase this month is attributed to the Amber Star.

Commissioner Hill referred to the changes in the Tariff with the addition of lay-berthing as a separate line item. She inquired if those additional line items may be included in the monthly tonnage report. Mr. Kaufman explained those items (Harbor administrative fee tied to the vessel Port calls and cruise revenue) are reflected in the budget. The only item not included is the bunkering fee. He and the Operator are in the process of developing ways of tracking and reporting said item. Mr. Gilbert offered to elaborate more on the tonnage report if necessary.

The Board thanked Mr. Gilbert for providing the tonnage report prior to the meeting.

**Discussion:** Mr. Gilbert reported an incident at the Port involving a team member (through a staffing agency) overturning a whole unit of loaded container on its side. The individual was treated for side pains. Mr. Gilbert explained the individual will not return to the Port and was terminated by the staffing agency following a drug test.

## 7. Unfinished Business

- **Security contract**

Mr. Kaufman reminded from the last meeting, OHPA approved the selection of Allied Universal Security Services. He and Mr. Krechowski both reviewed the contract submitted by Allied, and confirmed it was consistent with the proposal.

Mr. Kaufman recommended the Board approve and execute the contract with Allied.

Commissioner Hanna motioned to move forward with the contract.  
Commissioner Franklin second the motion.

**Discussion:** Commissioner Hill questioned the post date on the contract, July 17, 2022. Mr. Krechowski suggested change the effective date to August 10, 2022 and the Chairman initial the change on the contract.

**The Board voted unanimously in favor of the motion.**

## 8. New Business

- **Pure Clean II LLC (contract approval)**

Mr. Kaufman reported Pure Clean II LLC was hired to provide janitorial services at the Customs House. Shirley Williams, who was employed with the cleaning company once removed, was highly recommended by the staff at the Customs House. She will continue to provide the same services under the same terms and conditions from the previous cleaning company.

Mr. Kaufman recommended the Board approve the month-to-month contract with Pure Clean II LLC.

**Discussion:** Commissioner Franklin inquired why he was not notified of the change of the janitorial services since he is assigned to the Customs House committee. Mr. Kaufman apologized for the oversight. Commissioner Franklin also inquired who pays for the house supplies at the Customs House. Per the Operating agreement, the Operator is responsible. Mr. Gilbert stated he is open to discuss the matter. Mr. Kaufman added the position has been agreed according to the Operating agreement; similarly, with the security.

Commissioner Hanna motioned to approve the contract with Pure Clean II LLC.  
Vice Chairman Cole second the motion.

**The Board voted unanimously in favor of the motion.**

## 9. Committee Reports

- **Port Security** – Chairman Fullwood  
Nothing to report.
- **FDOT** – Chairman Fullwood  
Meeting scheduled August 15<sup>th</sup>.
- **Customs House** – Commissioner Franklin  
Commissioner Franklin checked the Customs House the other day. He reported everything is good. He also asked to be informed if there are any changes at the Customs House.

Regarding the IT equipment for CBP, they have to select specific vendors for security purposes.

- **Army Corp of Engineers (ACOE)** – Chairman Fullwood  
Nothing to report.
- **Economic Development Board (EDB)**– Commissioner Cole  
Nothing to report.
- **Emergency Management** – Commissioner Cole  
The Sheriff's office had a ribbon-cutting ceremony for their new facility in Sandhill.
- **Technical Coordinating Committee (TCC)** – Commissioner Hanna  
Nothing to report.
- **Transportation Planning Organization (TPO)** – Commissioner Cole  
Meeting scheduled tomorrow.
- **Nassau Chamber of Commerce** – Commissioner Hill  
Nothing to report.
- **City of Fernandina Beach** – Commissioner Hill  
Commissioner Hill met with Dale Martin, City Manager, and Tammy Bach, City Attorney, twice this past month. They gave positive report on the new Port Operator. The City Hall event was well attended. They provided Commissioner Hill a copy of "13 Ways to Destroy your Community" that she highly recommended for reading. It is Manager Martin's agenda for the City improvement plan.

Chairman Fullwood added the Public Open House was a positive event. It allowed the public to submit their respective comments.

## **10. Administrative Office Manager Report**

The report is included in the meeting packet. In addition, Mrs. Hebron reported the invoice for the Chamber of Commerce is \$300 not \$280 as reported in the budget. Chairman Fullwood directed her to hold payment until the budget for the next fiscal year is approved.

Commissioner Hanna motioned to add \$20 for the Chamber membership renewal in the budget. Vice Chairman Cole second the motion.

**The Board voted unanimously in favor of the motion.**

## **11. Other items to be brought by Commissioners**

Commissioner Hill reviewed the email received that afternoon from the Port Attorney summarizing a position of the Operator/legal counsel (Savage). Mr. Krechowski clarified he forwarded the email to the Board from Savage's counsel regarding their position specific to Section 11.8 of the Operating agreement. It contemplated OHPA receiving notice of the acquisition of Nassau Terminals (NT). According to Benjamin Bates, Savage legal counsel, they did not purchase NT but rather WWT, Fernandina which owns all of the equity of NT among others. Their interpretation of Section 11.8 was not applicable because they did not purchase NT. Commissioner Hill raised an issue before and pointed to the language in the bond that requires notice. Mr. Krechowski reported some entity of NT/WWT did provide notice. He will confirm.

Commissioner Hill explained the EMMA (Electronic municipal Market Access) reported WWT Fernandina did direct their notice entity to provide notice pursuant to requirements of the bond indenture to EMMA. She read a portion of the language on page 78 of the bond document; basically, stating if the bond trustee receives notice that OHPA should as well. It allows OHPA the opportunity to consent. She asked the Board to review and understanding what the opportunity of consent entailed. She asked the Board to consider whether they want to receive, at minimum, the information they deem satisfactory to meet these requirements. She continued to ask the Board if they will direct Mr. Krechowski to review the documents. She explained the Board should understand, to a sufficient degree, the new Operator's ability to perform and have the opportunity to provide consent.

Mr. Kaufman stated he understood both sides of the spectrum. On the one hand, OHPA needs to fulfill its due diligence when it can. On the other, OHPA needs to build a positive relationship with its new Operator. He deferred to the Port Attorney to interpret the legal aspects of the matter.

Mr. Krechowski explained he hesitates to proceed without the full Board's direction. He suggested reach out to Savage and emphasize OHPA does not intend to undo the transaction but to receive more information for further understanding. He continued to explain the two legal guidance for OHPA; he can do work to validate Savage's position (pertaining to Section 11.8) or request for some cooperation with the spirit of the language and understand the transaction and Savage, as a

business that purchased WWT. Ultimately, Mr. Krechowski asked for clarification on what the full Board want him to do.

The other four Commissioners provided their opinions, respectively. Essentially, their consensus was it was a business decision between two entities, and the contract does not specify that OHPA is required to approve such transaction. Furthermore, they did not want to spend more money on Attorney's time researching.

The Chairman directed Mr. Krechowski to reach out to Mr. Bates, review the bond document together, and clarify any portion of the document that allegedly was not fulfilled.

Finally, Commissioner Hill explained due diligence is understanding the relationships, the parties involved, and the transaction. When there is public money involved, OHPA needs to be accountable to the public.

## **Adjourn**

**With no other questions brought before the Board, the meeting was adjourned at 7:32 PM.**

---

**Danny Fullwood, Chairman**

---

**Date**



**Budget**  
**FY 2022-2023**  
**v.2**

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Budget 2022-2023 v2

	<u>YTD ACTUAL</u> June 2022	<u>BUDGET</u> 2021-2022	<u>BUDGET</u> 2022-2023
<b>Revenues</b>			
Quarterly Fee	188,757.00	272,493.00	297,017.00 9%
PILOT Payment	0.00	0.00	0.00
Audit Fee Reimbursement	0.00	0.00	0.00
Misc Income	0.00	2,000.00	2,000.00
Legal fee Reimbursement	32,500.00	0.00	0.00
ARPA Reimbursement	153,914.78	0.00	296,596.68
FDOT Grant Reimbursement	0.00	0.00	48,000.00
Port Revenue - Cruise	0.00	0.00	15,000.00
Port Revenue - Harbor Admin	0.00	0.00	20,000.00
Port Revenue - Other	0.00	0.00	0.00
Interest	3.34	60.00	0.00
<b>TOTAL REVENUES</b>	<b>375,175.12</b>	<b>274,553.00</b>	<b>678,613.68</b>
<b>EXPENSES</b>			
<b>COMMISSION DIRECT</b>			
Salaries - Commissioners	90,000.00	120,000.00	120,000.00
Payroll Taxes	8,418.35	11,361.00	11,361.00
Unemployment	106.65	75.00	75.00
Conferences & Travel	1,184.29	1,000.00	1,000.00
Insurance	0.00	1,134.00	1,134.00
Salaries - Board Attorney	156,141.20	30,000.00	30,000.00
<b>TOTAL COMMISSION DIRECT</b>	<b>255,850.49</b>	<b>163,570.00</b>	<b>163,570.00</b>
<b>COMMISSION OPERATION</b>			
Salaries - Exec Director	0	0.00	141,700.00
Bus Dev Expenses	0	0.00	5,000.00
Travel	0	0.00	1,000.00
Salaries- Accountant	13,500.00	18,000.00	18,000.00
Salaries - Office Administrator	16,749.70	23,535.68	23,535.68
Expenses - Office	2,967.31	4,000.00	4,000.00
Travel - Office Admin	0.00	100.00	100.00
<b>TOTAL COMMISSION OPERATION</b>	<b>33,217.01</b>	<b>45,635.68</b>	<b>193,335.68</b>
<b>COMMISSION DISCRETIONARY</b>			
Dept. of Revenue (Special Dist. Fee)	0.00	225.00	225.00
TPO. - Membership	1,395.00	1,329.00	1,329.00
Greater Nassau Chamber of Commerce	0.00	280.00	280.00
Advertisement	802.91	600.00	600.00
Special Meeting - Court Reporter	0.00	0.00	0.00
Web Site	400.06	0.00	0.00
Awards & Presentations	0.00	120.00	120.00
Masterplan	0.00	0.00	98,600.00
Discretionary	0.00	720.00	720.00
<b>TOTAL COMMISSION DISCRETIONARY</b>	<b>2,597.97</b>	<b>3,274.00</b>	<b>101,874.00</b>
<b>PORT OPERATIONS</b>			
FB Annual Fee - PILOT	0.00	0.00	0.00
CSX Right of Way Fee	745.50	750.00	750.00
Insurance	12,065.00	12,065.00	12,065.00
Audit	33,800.00	25,800.00	25,800.00
FL Ports Council Dues	12,025.00	15,500.00	15,500.00
Nassau Cty Economic Dev Board	0.00	1,000.00	1,000.00
Sponsorships	0.00	0.00	0.00
<b>TOTAL PORT OPERATIONS</b>	<b>58,635.50</b>	<b>55,115.00</b>	<b>55,115.00</b>
<b>TOTAL EXPENSES</b>	<b>350,300.97</b>	<b>267,594.68</b>	<b>513,894.68</b>
<b>Excess Revenues over Expenditures</b>	<b>24,874.15</b>	<b>6,958.32</b>	<b>164,719.00</b>



# Executive Director Report

## Executive Director's Report – August 18, 2022

Tangible Personal Property Report- The Nassau County Property Appraiser has requested that OHPA submit a Tangible Personal (TPP) Property Tax Return for OHPA-owned assets at the Terminal facility. Historically, OHPA only submitted a TPP for the office equipment at the License Road office. The form with all personal property assets currently owned by OHPA has been prepared for submittal. The assets include the various cranes, yard tractors and the tugboat.

Port Master Plan Activities - The Port Master Planning Team, led by RS&H, will be meeting in a workshop format on Wednesday the 24<sup>th</sup> from 1:00-5:00. We have invited the Terminal Operator to participate for the purpose of bringing them up to speed and to receive their input regarding future projects and priorities. We have also invited the St. Johns River Bar Pilots to meet with us for them to share their insights and we will be also meeting with adjoining waterfront property owners in order to better coordinate our efforts with theirs.

Customs and Border Protection (CBP) – As reported previously, the CBP has presented OHPA with a required list of IT and Communications infrastructure which must be put in place in order for CBP to continue to provide service to the Port of Fernandina. The request is in the form of a Memorandum of Agreement (MOA) which will be presented to the Commission for approval at the September 28<sup>th</sup> Commission meeting. The MOA requires OHPA to reimburse CBP for the upfront cost of the equipment and its installation, with a not-to-exceed amount of \$56,026.30 and annual recurring costs estimated at \$10,961.35. I have been working with the Florida Ports Council staff and the Florida DOT to allocate the existing Port of Fernandina Seaport Security grant funds in the amount of \$24,573 to this project. If approved by the Florida Ports Council and the FSTED Council at their meetings at the end of the month, WWT has agreed to provide the required match.

FDOT Grant Coordination – We held a grant coordination meeting with the District 2 and Central Office staff to update our progress on various projects and to introduce the new Terminal Operator to the program and process.

Other Meetings – I attended the North Florida Transportation Planning Organization (TPO) Board Meeting and will be added as an Alternate to Commissioner Hanna on the Technical Advisory Committee for future meetings.



# Tariff 2022-1 Amendment

**TARIFF NO. 2022-1**  
**ISSUED BY**  
**BOARD OF COMMISSIONERS**  
**OF THE**  
**OCEAN HIGHWAY AND PORT AUTHORITY**

---

**COMMISSIONERS**

Michael Cole

Carol Franklin

Danny Fullwood

Scott Hanna

Miriam Hill

---

**Inquiries regarding contents should be directed to:**

Commercial Director  
Nassau Terminals  
501 North 3<sup>rd</sup> Street  
Fernandina Beach, Florida 32034  
(904) 990-1400

Publishing Office  
Descartes Systems Group  
200 Hightower Blvd.  
Pittsburgh, PA, USA 15205  
Contact: Matt Yakubisin  
Phone: (412) 490-3539 Fax: (412) 788-4753

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

---

TARIFF OUTLINE

---

SECTION	PAGES	CONTENT
Preface	Title Page – 6	Title Page, Outline, Table of Contents
I	8 – 30	General Rules and Regulations
II	31 – 36	Rules and Regulations, Containers
III	35 – 42	Rules and Regulations, Break Bulk

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

-----Reserved for Future Use-----

**OCEAN HIGHWAY AND PORT AUTHORITY  
 NASSAU COUNTY, FLORIDA  
 Port of Fernandina  
 FMC – Tariff No. 2022-1**

TABLE OF CONTENTS

RULE #	PAGE
	<b>PREFACE</b>
	Title Page..... 1
	Tariff Outline..... 2
	Reserved for Future Use..... 3
	Table of Contents..... 4-6
	Intentionally Left Blank..... 7
	<b>SECTION I RULES AND REGULATIONS, GENERAL</b>
28	Item 3 – Definitions..... 8
28-A	Abbreviations..... 8
28-B	Metric Conversion Table..... 8-A
29	Symbols..... 9
30	Access to Tariff Information..... 9
34	Term Tariffs..... 10
34-A	Item 5 – Application of Tariff..... 10
34-B	Item 7 – Access to Harbor..... 10
34-C	Item 10 – General Restrictions and Limitations..... 10
34-D	Item 15 – Rights Reserved..... 11
34-E	Item 20 – Consent to The Terms of The Tariff..... 11
34-F	Item 25 – Responsibility for Damage to Facilities..... 12
34-G	Item 30 – Access to Records..... 12
34-H	Item 35 – Anchorage in The Turning Basin and Channel..... 13
34-I	Item 40 – Obstruction to Navigation..... 13
34-J	Item 45 – Speed..... 13
34-K	Item 50 – Collisions or Grounding of Vessels..... 13
34-L	Item 55 – Manning of Vessels and Mobile Condition..... 13
34-M	Item 60 – Mooring..... 14
34-N	Item 65 – Lights at Night..... 14
34-O	Item 70 – Pollution of Air and Water..... 14
34-P	Item 75 – Nuisance Created by Vessel..... 15
34-Q	Item 80 – Vessels Seized and/or Derelict..... 15
34-R	Item 85 – Payment of Charges and Invoices..... 15
34-S	Item 90 – Delinquent List..... 16
34-T	Item 95 – Indemnity Bond..... 16
34-U	Item 100 – Performance Bond..... 16
34-V	Item 110 – Insurance..... 16
34-W	Item 115 – Responsibility for Cargo..... 17
34-X	Item 120 – Bonded Warehouse Storage..... 17
34-Y	Item 125 – Requirement of Prior Instructions..... 17
34-Z	Item 126 – Access to Port by Motor Vehicles..... 17
34-AA	Item 130 – Cargo Statements Required..... 17

**OCEAN HIGHWAY AND PORT AUTHORITY  
 NASSAU COUNTY, FLORIDA  
 Port of Fernandina  
 FMC – Tariff No. 2022-1**

TABLE OF CONTENTS

RULE #	PAGE
34-AB	Item 135 – Delivery Orders ..... 18
34-AC	Item 140 – Demurrage of Vessels ..... 18
34-AD	Item 145 – Separation..... 18
34-AE	Item 150 – Point of Rest..... 18
34-AF	Item 155 – Unconsigned Cargo ..... 19
34-AG	Item 160 – Abandoned Cargo..... 19
34-AH	Item 165 – Wharfage Earned..... 19
34-AI	Item 170 – Furnishing Checker Foremen ..... 19
34-AJ	Item 175 – Wharf Obstruction..... 19
34-AK	Item 180 – Vehicles..... 20
34-AL	Item 185 – Abandoned Vehicles..... 20
34-AM	Item 190 – Cleaning Cars & Trucks ..... 20
34-AN	Item 195 – Working Hours, Recognized ..... 20
34-AO	Item 200 – Reserved for Future Use..... 20
34-AP	Item 205 – List of Holidays..... 21
34-AQ	Item 210 – Application for Berthing Space..... 21
34-AR	Item 215 – Free Time Allowed on Import and Export Traffic ..... 22
34-AS	Item 220 – Overtime, Working Requirements of Vessels..... 22
34-AT	Item 225 – Railcars, Placing, Loading and Unloading Of..... 23
34-AU	Item 230 – Authority Held Harmless..... 23
34-AV	Item 235 – Loss or Damage, Liability For ..... 23
34-AW	Item 240 – Cruise Vessels-Cruise Activity Charges ..... 24
34-AX	Item 250 – Water, Fresh ..... 24
34-AX-1	Item 252 – Bunkering..... 24
34-AY	Item 255 – Dockage..... 25
34-AY-1	Item 256 – Frequent Users..... 26
34-AZ	Item 260 – Vessels Exempt from Dockage Charges ..... 26
34-BA	Item 265 – Unauthorized Dockage ..... 26
34-BB	Item 270 – Change of Vessel Location ..... 26
34-BC	Item 275 – Fire Signal ..... 27
34-BD	Item 280 – Smoking Restrictions ..... 27
34-BE	Item 285 – Bill Posting Prohibited ..... 27
34-BF	Item 290 – Solicitation ..... 27
34-BG	Item 295 – Loitering on Premises..... 28
34-BH	Item 300 – Signs..... 28
34-BI	Item 310 – Miscellaneous Charges..... 28
34-BJ	Item 315 – Minimum Charges..... 28
34-BK	Item 320 – Labor, Furnished ..... 28
34-BL	Item 321 – Materials, Furnished/Rates..... 28
34-BM	Item 330 – Cleaning (General) ..... 29
34-BN	Item 350 – Line Handling..... 29
34-BO	Item 355 – Reserved for Future use..... 29
34-BP	Item 360 – Bulk Material..... 30

**OCEAN HIGHWAY AND PORT AUTHORITY  
 NASSAU COUNTY, FLORIDA  
 Port of Fernandina  
 FMC – Tariff No. 2022-1**

**TABLE OF CONTENTS**

RULE #		PAGE
34-BQ	Item 370 – Storage.....	30
34-BR	Item 375 – Security Fees .....	30
34-BS	Item 376- Port Administration Fee.....	30
34-BT	Item 377- Docking and Undocking Tug Boat Fees.....	31
	<b>SECTION II RULES AND REGULATIONS, CONTAINERS .....</b>	<b>31</b>
34-BU	Item 380 – Containers, General.....	31-34
34-BV	Item 385 – Receiving of Container Having Dimensional Length Other Than 20-Foot Or 40-Foot .....	35
34-BW	Item 390 – Receiving of Containers Having Damage or Variances Which Impede Normal Movement .....	35
34-BX	Item 395 – Change for Rental of Containers Handling Equipment.....	35
34-BY	Item 400 – Charges for Containers.....	35
34-BZ	Item 401 – Special Rates .....	36
34-CA	Item 405 – Container Loaded in Excess of Rated Capacity .....	36
34-CB	Item 410 – Equipment Damage .....	36
34-CC	<b>SECTION III RULES AND REGULATIONS, BREAK BULK CARGO .....</b>	<b>37</b>
34-CD	Item 500 – Name of Commodity, General .....	37, 39
34-CE	Item 505 – Automobiles, Trucks, Or Other Motor Vehicles .....	37, 39
34-CF	Item 510 – Breakbulk Commodities.....	38
34-CG	Item 512 – Bulk Commodities.....	38
34-CH	Item 515 – Reserved for Future Use.....	38
34-CI	Item 585 – Mobile Equipment.....	38, 41
34-CJ	Item 645 – Yachts and Boats .....	38
34-CK	Item 570 – Iron and Steel Articles .....	40
34-CL	Item 575 – Logs, Poles, Wooden Pilings, and Cross Ties .....	40
34-CM	Item 580 – Lumber .....	41
34-CN	Item 581 – Plywood/Veneer .....	41
34-CO	Item 582 – Machinery .....	41
34-CP	Item 590 – Mobile Homes .....	42
34-CQ	Item 610 – PVC Pipe .....	42
34-CR	Item 645 – Yachts and Boats .....	42

**OCEAN HIGHWAY AND PORT AUTHORITY  
NASSAU COUNTY, FLORIDA  
Port of Fernandina  
FMC – Tariff No. 2022-1**

.....INTENTIONALLY LEFT BLANK.....

**OCEAN HIGHWAY AND PORT AUTHORITY  
 NASSAU COUNTY, FLORIDA  
 Port of Fernandina  
 FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
28	<p><b>ITEM 3 – DEFINITIONS</b></p> <p><u>WHARFAGE</u> – Means the use of the wharves in the receipt of traffic from or delivery of traffic to ships, barges or other water craft while lying alongside the wharf of the Port facility, including traffic received from or delivered to barges, lighters or other crafts lying alongside of such vessels. No charge will be made for wharfage on ships supplies, including bunkers.</p> <p><u>HANDLING</u> – Means the physical handling or movement of cargo between shipside and rail cars, shipside and motor vehicles, shipside and storage, or loading and unloading of rail cars.</p> <p>Handling as defined herein does not include the segregation or separation of freight at the port.</p> <p><u>TON</u> – Shall mean a ton of 2,000 pounds, unless otherwise specified.</p> <p><u>STORAGE CHARGES</u> – Freight held in or on the Port facility premises in excess of free time allowed is subject to storage charges provided in this tariff, or at the option of Port Management may be sent to commercial storage facilities at the expense and risk of the owner. Storage charges provided in this tariff are determined by commodity and do not include the cost of handling into or out of storage. When inland rates are applicable to or from shipside, two handling charges will be added to the storage charge.</p> <p>EXCEPT as otherwise provided in this tariff, storage charges shall begin to accrue after expiration of free time.</p> <p>ON EXPORT TRAFFIC, storage charges shall cease when vessel reports ready to receive cargo;</p> <p>ON IMPORT TRAFFIC free time shall be computed from date of completion of discharge of cargo.</p>
28-A	<p><b>ABBREVIATIONS</b></p> <p>N.H. = No Handling Facilities Available          O.A. = Owners Arrangement          N/A = Not Available</p>

**OCEAN HIGHWAY AND PORT AUTHORITY  
 NASSAU COUNTY, FLORIDA  
 Port of Fernandina  
 FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION																														
28-B	<p>METRIC CONVERSION TABLE</p> <p>The following table is published for convenience and as a guide for measurement conversion when necessary.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">TO FIND</th> <th style="text-align: left;">GIVEN</th> <th style="text-align: left;">MULTIPLY</th> </tr> </thead> <tbody> <tr> <td>Metric Tons</td> <td>Short Tons</td> <td>Short Ton by 0.907</td> </tr> <tr> <td>Short Tons</td> <td>Metric Tons</td> <td>Metric Tons by 1.1023</td> </tr> <tr> <td>Metric Tons</td> <td>Long Tons</td> <td>Long Tons by 1.016</td> </tr> <tr> <td>Long Tons</td> <td>Metric Tons</td> <td>Metric Tons by 0.984</td> </tr> <tr> <td>Kilos</td> <td>Pounds</td> <td>Pounds by 2.2046</td> </tr> <tr> <td>Cubic Meters</td> <td>Measurement Tons (40 cubic feet)</td> <td>Measurement Tons by 1.133</td> </tr> <tr> <td>Measurement Tons (40 cubic feet)</td> <td>Cubic Meters</td> <td>Cubic Meters by 0.833</td> </tr> <tr> <td>Cubic Meter</td> <td>MBF</td> <td>MBF by 2.36</td> </tr> <tr> <td>MBF</td> <td>Cubic Meter</td> <td>Cubic Meters by 0.424</td> </tr> </tbody> </table> <p>METRIC EQUIVALENTS</p> <p>1 Kilo = 2,2046 Pounds        1 Metric ton = 1,000 Kilos        1 Pound = 0.4536 Kilos        1 Cubic Meter = 35.315 Cubic Feet        1 Cubic Foot = 0.0283 Cubic Meters        MBF = 83.33 Cubic Feet        1 Cubic Meter = 423.792 Ft. B.M.        1 Meter = 3.2808 Feet</p>	TO FIND	GIVEN	MULTIPLY	Metric Tons	Short Tons	Short Ton by 0.907	Short Tons	Metric Tons	Metric Tons by 1.1023	Metric Tons	Long Tons	Long Tons by 1.016	Long Tons	Metric Tons	Metric Tons by 0.984	Kilos	Pounds	Pounds by 2.2046	Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133	Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.833	Cubic Meter	MBF	MBF by 2.36	MBF	Cubic Meter	Cubic Meters by 0.424
TO FIND	GIVEN	MULTIPLY																													
Metric Tons	Short Tons	Short Ton by 0.907																													
Short Tons	Metric Tons	Metric Tons by 1.1023																													
Metric Tons	Long Tons	Long Tons by 1.016																													
Long Tons	Metric Tons	Metric Tons by 0.984																													
Kilos	Pounds	Pounds by 2.2046																													
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133																													
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.833																													
Cubic Meter	MBF	MBF by 2.36																													
MBF	Cubic Meter	Cubic Meters by 0.424																													

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
29	SYMBOLS See following subrules.
RULE #	APPLICATION
30	<p>Issuing Office: Ocean Highway and Port Authority 86130 License Road Suite 9 Fernandina Beach, FL 32034</p> <p>Access to tariff information can be obtained through the Ocean Highway and Port Authority website: <a href="http://www.portoffernandina.org">http://www.portoffernandina.org</a></p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34	<p>A contractual relationship exists between the Ocean Highway and Port Authority, and Nassau Terminals, LLC. Nassau Terminals, LLC is responsible for the administration of this tariff. Any reference to Port Management, Terminal Operator, or Commercial Director refers to Nassau Terminals, LLC.</p> <p style="background-color: yellow;">Nassau Terminals, LLC will collect all revenues for the Port Authority. Contact <a href="mailto:solutions@worldwideterminals.com">solutions@worldwideterminals.com</a> or Controller at (904) 990-1400 for payment information.</p>
34-A	<p><b>ITEM 5 – APPLICATION OF TARIFF</b></p> <p>The rates, charges, rules and regulations contained in this tariff shall apply equally to all users of the waterways and facilities of the Port Authority, shall apply to all traffic on the waterways and facilities on the effective date shown on this tariff or any amendments thereto—except in cases where the Port Operator (Nassau Terminals) has entered into a service agreement with a particular user regarding rates and charges. All other rules and regulations contained in this tariff or its reissue will still apply.</p>
34-B	<p><b>ITEM 7 – ACCESS TO HARBOR</b></p> <p>Notwithstanding any other provisions of this Tariff, the Commercial Director, or his designee, may refuse entry of any vessel to the Port of Fernandina, when he has reason to believe that access may not be in the best interest of the port or its customers.,</p> <p>No vessel shall be permitted to enter, leave or shift berths in Port of Fernandina without the authorization of the Commercial Director, or his designee.</p>
34-C	<p><b>ITEM 10 – GENERAL RESTRICTIONS AND LIMITATIONS</b></p> <p>All services undertaken to be performed by the Port Authority or Nassau Terminals, under this tariff are further subject to Federal, State and Municipal laws and regulations. Unless pre-empted by other laws, regulations and/or regulating agency rules, this tariff shall be governed by the laws of the State of Florida. Any dispute arising out of this tariff document shall lie exclusively in the applicable state and federal courts of Nassau County, Florida.</p> <p>Articles of a highly explosive or inflammable nature, or articles of uncertain value, or articles of objectionable nature, will not under this tariff be provided with wharfage, handling or storage, except under advance arrangements with the management of the Authority.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-D	<p>The Port of Fernandina is not obligated to provide storage or handling for property which has not been transported, nor intended to be transported by water to or from the Port; nor is it obligated to provide wharfage, storage, or handling services beyond reasonable capability of the facilities.</p> <p><b>ITEM 15 – RIGHTS RESERVED</b></p> <p><b>ALL INVOICES ARE DUE UPON RECEIPT.</b></p> <p>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.</p> <p>Nassau Terminals, LLC reserves the right to estimate and collect in advance all charges which may accrue against agents or against cargo loaded or discharged by such vessels or other users of the facilities, whose credit has not been properly established or who have habitually been on the delinquent list. Use of the facilities may be denied until such advance payment or deposits are made. Nassau Terminals, LLC reserves the right to apply any payment received against the oldest bill rendered against common carriers, vessels, and their owners and/or agents, or other users of the facilities.</p>
34-E	<p><b>ITEM 20 – CONSENT TO THE TERMS OF THE TARIFF</b></p> <p>The use of the waterways and facilities under the jurisdiction of the Port Authority shall constitute a consent of the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents, and other users of such waterways and facilities, to pay all charges specified in this tariff and be governed by all rules and regulations herein contained, to abide by local rules and regulations as set forth by the Port of Fernandina and to be responsible for the disciplining of any infractions thereof by such person and/or such firms and their employees.</p> <p>The Port Authority, as an agency of the State of Florida, is authorized to supervise, control, manage, and direct the docks and terminals of same and empowered to fix rates and charges for all services and for the use of all improvements and facilities of said Port Authority. Said Port Authority is authorized to formulate and promulgate rules and regulations for the operation of said facilities.</p> <p><b>PENALTIES:</b> Any person, firm, association, or corporation violating any of the rules and regulations so established shall be subject to a fine not exceeding \$500.00 for each offense.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-F	<p data-bbox="321 464 1174 495"><b>ITEM 25 – RESPONSIBILITY FOR DAMAGE TO FACILITIES</b></p> <p data-bbox="321 537 1482 646">All vessels, their owners or agents, and all other users of the facilities, shall be held responsible for all damage to the facilities occasioned by them, except in cases of the port’s own negligence.</p> <p data-bbox="321 684 1482 1119">The Port Authority reserves the right to repair, or replace, or contract for same, or otherwise cause to be repaired, any and all damages to docks, wharves, warehouse or transit sheds, equipment, rail or shop facilities, water, heat and light facilities caused by common carriers, vessels, their owners and/or agents or stevedoring companies or other responsible party or parties using the facilities. Such users damaging facilities shall be liable for actual cost of repair or replacement of the damaged facilities, plus fifteen percent (15%) of such costs for authority overhead and supervision, plus such other damage recoverable under the laws of the State of Florida. (See Item 20) It is the responsibility of the users of the port facilities to notify the Commercial Director immediately of damages to the facilities and to confirm the same in writing within twenty-four (24) hours. The Port of Fernandina will acknowledge the reported damages in writing.</p> <p data-bbox="321 1157 1482 1304">The Authority may detain any vessel or other watercraft responsible for damage until security has been given in the amount of one and one-half times the estimated costs of repair or replacement of the damaged facilities, plus fifteen percent (15%) for Authority overhead and supervision.</p> <p data-bbox="321 1341 1482 1524">If legal action is necessary to collect the cost of repair or replacement of the damaged facilities, the Authority shall be entitled to recover the costs of collection, including reasonable attorney’s fees, which fees shall not be less than fifteen percent (15%) of the amount of the actual costs of repair or replacement and Authority overhead and supervision, which collection costs shall be made part of any judgment obtained.</p>
34-G	<p data-bbox="321 1560 800 1591"><b>ITEM 30 – ACCESS TO RECORDS</b></p> <p data-bbox="321 1633 1482 1780">All vessels, their owners and agents, and all other users of the waterways and facilities, shall be required to permit access to manifests of cargo, railroad documents, and all other documents for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimates of charges.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

**GENERAL RULES AND REGULATIONS**

RULE #	APPLICATION
34 – H	<p data-bbox="321 428 1276 459"><b>ITEM 35 – ANCHORAGE IN THE TURNING BASIN AND CHANNEL</b></p> <p data-bbox="321 501 1484 644">Due to navigation hazards, no person, firm or corporation shall anchor any vessel, boat, barge, or other watercraft of any kind in the turning basin or in the channel in the Port of Fernandina, except in cases of actual emergency or by prearrangement with the Commercial Director or his designee, and the US Coast Guard Captain of the Port.</p>
34-I	<p data-bbox="321 684 956 716"><b>ITEM 40 – OBSTRUCTION TO NAVIGATION</b></p> <p data-bbox="321 758 1484 863">No substance that will sink or form an obstruction to navigation, or become a nuisance, shall be deposited in the waters of the Port of Fernandina, without first obtaining permission from the U.S. Coast Guard.</p>
34-J	<p data-bbox="321 905 571 936"><b>ITEM 45 – SPEED</b></p> <p data-bbox="321 978 1484 1121">It shall be unlawful for vessels or other watercraft to proceed at a speed which will endanger other vessels or structures or marine mammals. Official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and Local laws, rules and regulations apply.</p>
34-K	<p data-bbox="321 1167 1102 1199"><b>ITEM 50 – COLLISIONS OR GROUNDING OF VESSELS</b></p> <p data-bbox="321 1241 1484 1383">In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock or pier, a written report of such collision or grounding shall, within twenty-four (24) hours, be furnished to the Commercial Director by the Master, owner or agent of said vessel.</p> <p data-bbox="321 1383 1484 1562">In the case of a minor collision where a vessel is under way and proceeding to the open seas, there being no need of repair, said report may be mailed by the Master of such vessel from the next port which it enters. In all cases of collision or grounding, the report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.</p>
34-L	<p data-bbox="321 1598 1209 1629"><b>ITEM 55 – MANNING OF VESSELS AND MOBILE CONDITION</b></p> <p data-bbox="321 1671 1484 1850">Every vessel must at all times have on-board at least one person in charge with authority to take any action as may be directed by the Commercial Director. Every vessel must at all times be kept in a mobile condition and have on-board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Commercial Director.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-M	<p data-bbox="321 428 626 459"><b>ITEM 60 – MOORING</b></p> <p data-bbox="321 501 1484 569">Vessels shall at all times be secured to the dock in a manner satisfactory to the Commercial Director.</p>
34-N	<p data-bbox="321 611 743 642"><b>ITEM 65 – LIGHTS AT NIGHT</b></p> <p data-bbox="321 648 1484 716">All vessels, barges, or other watercraft, while anchored in the waterways of the Port of Fernandina, must at all times of the night show proper lights.</p>
34-O	<p data-bbox="321 758 963 789"><b>ITEM 70 – POLLUTION OF AIR AND WATER</b></p> <p data-bbox="321 795 1484 1045">It shall be unlawful for any person, firm or corporation, to deposit, place or discharge into the waterways of the Port of Fernandina, either directly or through private or public sewers, any sanitary sewage, butcher’s offal, garbage, dead animals, gaseous liquid, solid matter, oil, gasoline, residuum of gas, calcium chloride, trade waste, tar, refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment or obstruction in the bottom of the waterways, or the odors and gases or putrefaction.</p> <p data-bbox="321 1087 1484 1155">Should any vessel cause pollution of any kind within the Port, the vessel shall have the first responsibility for taking effective corrective action.</p> <p data-bbox="321 1197 1484 1339">It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate any contamination caused by petroleum products being discharged into the waters of the Port of Fernandina. Any penalties imposed by the United State of America or the State of Florida upon the vessel shall be in addition to the foregoing.</p> <p data-bbox="321 1381 1484 1484">Vessels discharging oil from bilges or tanks or solid matter into the waters of Port of Fernandina will be reported to the U.S. Coast Guard. The cost of cleaning, plus twenty-five (25) percent will be assessed against the vessel causing the contamination.</p> <p data-bbox="321 1526 1451 1593">All vessels, firms and persons using the Port facilities shall take all precautions practical to prevent pollution of the air.</p> <p data-bbox="321 1635 1474 1738">Requirement of the Pollutant Spill Prevention &amp; Controls Act, Chapter 376 of the Florida Statutes, the Environmental Protection Agency laws and the U.S. Coast Guard regulations must be stringently observed.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-P	<p data-bbox="321 430 966 462"><b>ITEM 75 – NUISANCE CREATED BY VESSEL</b></p> <p data-bbox="321 504 1429 577">No vessel shall permit excessive smoke, cleaning of boilers, blowing tubes, or creating similar conditions while the vessel is in the channel, turning basin or in berth.</p> <p data-bbox="321 609 1282 640">Except as provided by law, the blowing of whistles and horns is prohibited.</p>
34-Q	<p data-bbox="321 682 1015 714"><b>ITEM 80 – VESSELS SEIZED AND/OR DERELICT</b></p> <p data-bbox="321 756 1380 861">All vessels entering the Port of Fernandina that are derelict or seized by regulatory agencies will be subject to Admiralty Law Procedures. Such vessels are subject to standard dockage charges.</p>
34-R	<p data-bbox="321 903 1063 934"><b>ITEM 85 – PAYMENT OF CHARGES AND INVOICES</b></p> <p data-bbox="321 976 1485 1123">Vessels, their owners and Agents, by loading of cargo from the wharves or discharging the cargo thereon, thereby contract to pay all wharf demurrage and wharf storage charges then accrued or which may accrue from the removal of such cargo to another part of the wharves, or storage elsewhere.</p> <p data-bbox="321 1165 1485 1480">The Port Authority does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting wharfage and similar bills which may be passed on to the shippers and consignees by the vessel, its owners and Agents; Charges must be paid by the vessel, its owners, or its Agent regardless of when the vessel, its owners or Agents are reimbursed. All invoices are due and payable within 45 days of the invoice date. Any invoice remaining unpaid 45 days after the invoice date will be considered delinquent. Delinquent accounts will be assessed a late fee at a rate of 1.5% per month calculated from the date of the invoice. Late fees will be calculated on the last day of the month.</p> <p data-bbox="321 1522 1485 1669">This provision applies to all charges assessed under this tariff. The arrest or attachment of any vessel or cargo by court process shall not relieve the Agent of responsibility for terminal charges, dockage and related charges, as accrued while the vessel or cargo remains in court custody at the facilities of the Port of Fernandina.</p> <p data-bbox="321 1711 1485 1858">The carrier, vessel, owner, shippers, receiver, or Agent who shall fail to pay any invoice when due shall be placed on the Delinquent List (conditions of which are defined in Item 90.) Invoices must be paid, when and as presented. Errors, if any, will be rectified by the Commercial Director</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-S	<p data-bbox="321 428 753 462">ITEM 90 – DELINQUENT LIST</p> <p data-bbox="321 504 1484 646">All common carriers, vessels, their owners, and/or Agents, forwarders, or other users of the Port’s facilities, who may be placed on the Delinquent List, for reasons stated heretofore, will be denied further use of the facilities until all outstanding charges together with any other charges currently due, shall have been paid.</p> <p data-bbox="321 684 1484 865">Any users of the Port’s facilities who remain on the Delinquent List for thirty (30) days shall be liable for all costs, expenses and reasonable attorney’s fees that the Port of Fernandina may incur in connection with collection of any charges or bills due, whether or not actual litigation is instituted or prosecuted to a judgment, which costs, expenses and fees shall be considered as part of the above referenced outstanding charges.</p>
34-T	<p data-bbox="321 905 753 938">ITEM 95 – INDEMNITY BOND</p> <p data-bbox="321 978 1484 1121">a) Users of the Port facilities may be required to furnish the Commercial Director with an indemnity bond insuring the Port against loss of any funds accruing from charges assessed for service rendered and for usage of the facilities. The Commercial Director is authorized to determine the amount of the indemnity bond.</p> <p data-bbox="321 1159 1484 1268">b) No provision contained in this Tariff shall limit or relieve the Port Authority from liability for its own negligence nor require any user to indemnify or hold harmless the Port Authority from liability for its own negligence.</p>
34-U	<p data-bbox="321 1310 824 1344">ITEM 100 – PERFORMANCE BOND</p> <p data-bbox="321 1381 1484 1562">Stevedores and/or Cargo Handlers of any cargo consisting of liquid or dry bulk, general cargo or any other type of cargo, moving over the docks or within the confines of the Port property may be required to post a Bond, as determined by the Commercial Director to be adequate, payable to the Port Authority, conditioned according to law for the faithful performance of duties, services and operations proposed to be provided.</p>
34-V	<p data-bbox="321 1598 672 1631">ITEM 110 – INSURANCE</p> <p data-bbox="321 1671 1484 1780">The charges provided in this tariff do not include any expense for fire or storm insurance covering owner’s interest in the property nor will such insurance be affected by parties to this tariff under their policies.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-W	<p data-bbox="321 430 933 462"><b>ITEM 115 – RESPONSIBILITY FOR CARGO</b></p> <p data-bbox="321 504 1485 609">Export cargo, while on the Port facilities is in the custody, care and the control of vessel, its Agents, or the shipper; full responsibility shall be assumed by the vessel, its Agents, or the shipper.</p> <p data-bbox="321 651 1485 756">Import cargo, while on the Port facilities is in the custody, care and control of the vessel, agents, importer, or Agents of importers thereof, and full responsibility for forwarding rests with one or the other of these parties.</p>
34-X	<p data-bbox="321 798 982 829"><b>ITEM 120 – BONDED WAREHOUSE STORAGE</b></p> <p data-bbox="321 871 1485 1050">Any charges assessed against the Port Authority by the United States Customs for handling or for other services in connection with goods placed in, or withdrawn from bonded storage shall be collected from the owner. The Port may collect charges from any of the following: the beneficial cargo owner, the shipper/consignee of the shipment and their agents.</p>
34-Y	<p data-bbox="321 1092 1104 1123"><b>ITEM 125 – REQUIREMENT OF PRIOR INSTRUCTIONS</b></p> <p data-bbox="321 1165 1485 1417">Forwarders or owners of cargo shall furnish written specific instructions for the disposition of all cargoes to be received from railroad cars or trucks for outbound water movement, in advance of receipt of the cargo at the Port’s facilities. Demurrage resulting from lack of instructions shall be the responsibility of the cargo and/or forwarder. Cargo unloaded from railroad cars or trucks placed in the transit shed shall be assessed additional handling charges if instructions for marking, stenciling, or segregation have not been received prior to placement of cargo.</p>
34-Z	<p data-bbox="321 1459 1079 1491"><b>ITEM 126 – ACCESS TO PORT BY MOTOR VEHICLES</b></p> <p data-bbox="321 1533 1485 1638">Motor carriers delivering cargo to or receiving cargo from the Port of Fernandina facilities will strictly abide by local and state regulations regarding designated truck routes in and around the City of Fernandina and Nassau County.</p>
34-AA	<p data-bbox="321 1680 982 1711"><b>ITEM 130 – CARGO STATEMENTS REQUIRED</b></p> <p data-bbox="321 1753 1485 1890">All vessels, trucks, barge lines, importers, exporters, freight forwarders, custom house brokers, shippers and their Agents, and all other users of the facilities and waterways, shall upon arrival, report to the Commercial Director all cargo placed on the Port facilities.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
--------	-------------

Such report shall be in the form of copies of the ships' manifest, or certified statements, and shall show number of units, commodity, weight, destination, consignee, and all other information which the Port of Fernandina deems necessary for the compilations of commercial statistics, for the reserving of necessary warehouse or wharf space, or other purposes.

34-AB	ITEM 135 – DELIVERY ORDERS
-------	----------------------------

For the protection of cargo, all drivers must have written "Delivery Order" for each truck to be loaded at the Port of Fernandina. This "Delivery Order" should be on an order form or letterhead of the firm owning the cargo and must be signed by an official of the company, or person authorized to sign such orders. The "Delivery Order" shall describe the cargo, the lading number and marks, if any, on cargo. Any driver not having this written order will not be permitted to load or leave the Port premises without surrendering a copy to the appropriate Port representative.

34-AC	ITEM 140 – DEMURRAGE OF VESSELS & RAIL CARS
-------	---

The Port of Fernandina nor its Terminal Operator Nassau Terminals, LLC/ assume any responsibility for demurrage to vessels or rail cars under any circumstances. All demurrage is the responsibility of the vessel and transportation shippers of the railroads.

34-AD	ITEM 145 – SEPARATION
-------	-----------------------

The charges for separation will be on the basis of an additional applicable handling charge. Separation or segregation means the placing of the contents of a car or truck in more than one place or pile or the arranging of said contents in one place or pile or the arranging of said contents in one place or pile according to size, grade, brand, kind, mark, submark or other identification or unit in accordance with designation, request or instructions from the shippers, exporter or steamship line or their Agents, given either verbally or by writing contained in the bill of lading or elsewhere.

34-AE	ITEM 150 – POINT OF REST
-------	--------------------------

All cargo will be received and delivered to a "Point of Rest" in space assigned in transit shed, or on apron adjacent to berth assigned to a ship.

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AF	<p data-bbox="326 428 837 455">ITEM 155 – UNCONSIGNED CARGO</p> <p data-bbox="326 501 1479 569">Cargo arriving at the Port of Fernandina transit sheds not consigned to a specific agent shall be assigned an agent at the Authority’s discretion.</p>
34-AG	<p data-bbox="326 611 808 638">ITEM 160 – ABANDONED CARGO</p> <p data-bbox="326 684 1479 932">Any cargo on which charges have not been collected within 90 days shall be considered abandoned cargo. The Port Authority reserves the right to remove any or all of such property to another part of the premises or to remove it and place in storage off of the Port at the risk and expense of the owner. The Port Authority may retain possession of the property until all charges have been paid. When the Commercial Director determines final abandonment of the cargo in any instance, he shall dispose of same under established legal procedures.</p>
34-AH	<p data-bbox="326 974 808 1001">ITEM 165 – WHARFAGE EARNED</p> <p data-bbox="326 1050 1479 1190">All cargo placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any Port owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel.</p> <p data-bbox="326 1236 1044 1264">Exception: No charge will be assessed for Ship’s stores.</p>
34-AI	<p data-bbox="326 1306 997 1333">ITEM 170 – FURNISHING CHECKER FOREMEN</p> <p data-bbox="326 1379 1479 1593">When vessels are loading or discharging cargo the Port may furnish Check-Foremen to supervise the release of cargo being loaded and/or cargo being discharged. The charge for each man furnished will be based on the labor-furnished rates for foremen with the Port reserving the right to furnish as many men as they deem necessary to protect their interests. Charges for this service will be rendered against the vessel, their owners or Agents.</p>
34-AJ	<p data-bbox="326 1635 834 1663">ITEM 175 – WHARF OBSTRUCTION</p> <p data-bbox="326 1709 1479 1814">Stevedore’s tools, appliances, equipment, gear, vehicles, or any other material objects which are not part of the cargo, will not be permitted to remain on the wharves or Port facilities except at the discretion of the Commercial Director.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AK	<p>If such obstruction is not removed within 24 hours after notification by the Commercial Director, such equipment, and material will be stored and \$50.00 charged for each day it remains unclaimed, together with the expense of removal, storage or sale.</p> <p>ITEM 180 – VEHICLES</p> <p>All vehicles enter the port at their own risk. The Terminal Operator and the Port Authority will accept no responsibility for any damage whatsoever to vehicles operated on the Port facility, or personnel therein. Vehicles and people enter at their own risk.</p> <p>It shall be unlawful, for the owner or driver of any automobile, truck, trailer, or other vehicle, to allow same to remain parked on any wharf, apron, or on the inside of the wharf, transit shed, or warehouse, or on any roadway on the Port facilities for a longer period than is necessary to load or unload its cargo or passengers. No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Commercial Director.</p>
34-AL	<p>ITEM 185 – ABANDONED VEHICLES</p> <p>Any vehicle of any description which is left unclaimed for a period of twenty-four (24) hours on the Port facilities shall be deemed abandoned. Subject vehicles may be removed or ordered removed by the Port at the sole risk and expense of the owner. This provision is subject to Rule 34 sub-rule T paragraph b.</p>
34-AM	<p>ITEM 190 – CLEANING CARS &amp; TRUCKS</p> <p>Cars and Trucks will not be cleaned on Port Authority property without special permission from the Commercial Director.</p>
34-AN	<p>ITEM 195 – WORKING HOURS, RECOGNIZED</p> <p>The recognized working hours of the Port Authority shall be 7:00 a.m. to 4:00 p.m. Monday through Friday, holidays excepted. During the recognized working hours, services will be charged for on a straight time basis. Trucks with non-containerized cargo must arrive at the Port Terminal for loading or unload prior to 4:00 p.m. Monday through Friday.</p>
34-AO	<p>ITEM 200 – RESERVED FOR FUTURE USE</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AP	<p>ITEM 205 – LIST OF HOLIDAYS</p> <p>When reference is made in this tariff to “holidays” it means the following days:</p> <p>New Year’s Day Martin Luther King’s Birthday Memorial Day (Last Monday in May) Independence Day Labor Day Veterans Day Thanksgiving Christmas Eve Day Christmas Day</p> <p>Christmas Day and Thanksgiving Day are “no work holidays”. In the event one of the above holidays falls on Sunday, the following Monday will be observed. In the event a holiday falls on Saturday, the Friday before will be observed.</p>
34-AQ	<p>ITEM 210 – APPLICATION FOR BERTHING SPACE</p> <p>No vessel shall enter the Port of Fernandina until such time as the vessel has received authorization from the Commercial Director, or his designee. All entries will be subject to berth availability and prior service agreement for preferential berthing.</p> <p>Any vessel desiring a berth at the Port of Fernandina shall as far in advance as possible, but not less than 72-hours prior to the time of docking, make application to the Commercial Director of Nassau Terminals, LLC for a berth. Such applicant shall specify the date and time of arrival, estimated time of sailing, and the nature and quantity of cargo to be handled. All vessels must provide a firm 24-hour estimated time of arrival.</p> <p>Any vessel which does not conform with the 72-hour berth application or 24-hour firm estimated time of arrival and conflicts with berth assignments made, may be assigned an alternate berth or await the vacancy of a preferred berth.</p> <p>All vessels, including coastwise or foreign seagoing barges, but not including internal barge movement will be assigned berthing facilities by the Commercial Director on a “first come, first served” basis. Additionally, the Commercial Director, or his designee, reserves the right to assign berths for the best utilization of Port facilities.</p> <p>The Commercial Director reserves the right to refuse entry to any vessel carrying explosives, or hazardous cargo or determined to be hazardous or not in a seaworthy condition.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AR	<p>No vessel will be allowed to remain idle in berth if another vessel is waiting berthage and prepared to work.</p> <p>All vessel owners, operators or agents are required to consult with the St. Johns River Bar Pilots Association prior to calling at the Port of Fernandina regarding pilotage requirements for existing conditions at the Port.</p> <p><b>ITEM 215 – FREE TIME ALLOWED ON IMPORT AND EXPORT TRAFFIC</b></p> <p><b>EXCEPT AS PROVIDED ELSEWHERE HEREIN, or by Service Agreements:</b></p> <p>Cargo will have 15 consecutive calendar days free time. If during the free time period, cargo is loaded into or on cars or trucks at option of the Port Authority, to relieve wharves, the remainder of the free time period will be applicable to the cargo so held in cars and trucks.</p> <p>Any project cargo not susceptible to weather damage, when for International commerce, outbound coastwise or intercoastal movement, will be granted up to thirty (30) days free time, subject to the following provisions:</p> <ol style="list-style-type: none"> <li>(1) The availability of suitable open ground storage space and</li> <li>(2) Prior approval from Commercial Director.</li> </ol>
34-AS	<p><b>ITEM 220 – OVERTIME, WORKING REQUIRMENTS OF VESSELS</b></p> <p>The agents and/or owners of all vessels which are accepted for berthing at the Port facilities of the Port of Fernandina may be required to work the vessel continuously to completion with overtime for ship’s account, when the berth assigned to the vessel, or the facility of the Port of Fernandina is declared by management of the Port to be congested.</p> <p>Any vessel in berth which refuses to work continuously to completion shall vacate the berth upon orders of the Port of Fernandina. When a vessel loses her right to a berth by refusing to work continuously to completion, such vessels shall forfeit her turn at the berth assigned and go to the bottom of the list of vessels which are assigned to the berth or facility.</p> <p>In the event of a disruption of the vessel’s power or any other impairment of its loading or unloading facilities, rendering it unable to continue discharging or taking on cargo, the Port of Fernandina reserves the right to order the vessel moved from its berth to a more suitable location pending necessary repairs.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AT	<p>If in the opinion of the Commercial Director, a vessel is working at reduced rate or reduced gangs, for any reason, including breakdown of equipment, such vessel shall vacate its berth when ordered to do so by the Commercial Director in order to avoid overall delays and/or congestion and to permit better utilization of the Port facilities.</p> <p>Shall any vessel fail to vacate the berth upon the above conditions, the Port of Fernandina shall have the right, authority and privilege to move the vessel at the vessel's own risk and expense.</p> <p><b>ITEM 225 – RAILCARS, PLACING, LOADING AND UNLOADING OF</b></p> <p>All cars placed by the line-haul railroads will be accepted as good order cars and will be loaded or unloaded, except those cars improperly loaded will not be handled at regular tariff rates. The line-haul railroad will be called and special contract entered into covering unloading of improperly loaded cars. Failure of line-haul carrier to have cars cleaned before placing will place on carrier the responsibility for contamination and for detention of cars until they are properly cleaned.</p> <p>Any services required by line-haul carrier will be performed on a basis of cost-plus twenty-five percent (25%).</p>
34-AU	<p><b>ITEM 230 – AUTHORITY HELD HARMLESS</b></p> <p>All users of Authority facilities agree to indemnify and save harmless the Authority and Nassau Terminals, LLC, the Terminal Operator, from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Authority and the use of its facilities. This provision is subject to Rule 34 Subrule T paragraph b.</p>
34-AV	<p><b>ITEM 235 – LOSS OR DAMAGE, LIABILITY FOR</b></p> <p>Except as may be caused by its own negligence, Port Authority and/or Nassau Terminals, LLC, the Terminal Operator, shall not be liable for injury to or loss of any cargo, container, or chassis, being loaded, unloaded, handled, or stored at the facilities, nor for injury to or loss of cargo on or in its facilities, by fire, or stored at the facilities, nor for injury to or loss of cargo on or in its facilities, by fire, leakage or discharge of water from fire protection sprinkling system, collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations; breakage of pipes, nor for loss of injury caused by rats, mice, moths, weevils or other animals or insects; frost or the elements, nor shall they be liable for any delay, loss or damage arising from combination of strikes, tumults, insurrections, or acts of God, nor from any of the consequences of these contingencies. Nothing herein shall relieve the port from liability resulting from its own negligence.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AW	<p data-bbox="321 428 997 464">ITEM 240 – Cruise Vessels-Cruise Activity Charges</p> <p data-bbox="321 501 1481 609">Cruise vessels calling at the Port of Fernandina as an intermediate port of call are assessed one passenger charge for each passenger on board and one charge for each additional passenger embarking to join the cruise.</p> <p data-bbox="321 646 1078 682">Per Passenger Fee on Vessels up to 500 passengers: \$75.00</p> <p data-bbox="321 684 1252 720">Per Passenger Fee on Vessels between 500 and 1,000 passengers: \$60.00</p> <p data-bbox="321 758 1105 793">Minimum charge for passengers on board at arrival: \$10,000</p> <p data-bbox="321 831 1481 972">These fees shall be in addition to dockage, security, harbor administration and other applicable fees contained in this tariff or its reissue. When passengers embark or disembark from a vessel loading or unloading cargo at the docks, no charge will be assessed.</p>
34-AX	<p data-bbox="321 999 719 1035">ITEM 250 – WATER, FRESH</p> <p data-bbox="321 1073 1481 1142">Charges for fresh water will be assessed at \$4.50 per ton. (Minimum usage charge of \$100 plus a \$150 hook-up charge for each service)</p>
34-AX-1	<p data-bbox="321 1182 678 1218">ITEM 252 – BUNKERING</p> <p data-bbox="321 1220 1481 1545">Business permits for vessel bunkering services are required to perform such services at Port of Fernandina facilities. A Business Permit is an issuance from Nassau Terminals, on behalf of the Ocean Highway and Port Authority (OHPA) that allows a vendor to provide commercial services on an OHPA owned facility after verifying insurance, licenses and other pertinent information from the applicant. A Vessel Bunkering Service is engaged in the business of transferring liquid petroleum products, alternative fuels, and derivatives for fueling, lubricating, or other associated uses to a vessel at an OHPA owned facility. Vessel bunkering includes fuels of any type, alternative fuels, renewable fuels and fuel blending components.</p> <p data-bbox="321 1583 753 1619">The Access Fee is \$100 per truck.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

---

GENERAL RULES AND REGULATIONS

---

RULE #	APPLICATION						
	<p>If a Vendor is found conducting bunkering operations on OHPA property without an approved business permit, that Vendor will be barred from OHPA property until their permit is obtained. OHPA and Nassau Terminals reserve the right to audit reports provided by giving reasonable written notice to the Provider. If the Vendor is found to be providing inaccurate reporting, they may have their permit revoked. Invoices will be provided monthly to the Vendor.</p>						
34-AY	<p><b>ITEM 255 – DOCKAGE</b></p> <p>Dockage charges will be computed on LOA of vessel as published in Lloyd’s Register of Shipping per the schedule below.</p> <p><u>Early Dockage</u> Vessels making regular scheduled calls to the Port of Fernandina may be granted early dockage, subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. Availability of the berth and approval of the Commercial Director.</li> <li>2. Docking is done in the evening prior to working the following morning and with labor scheduled not later than 0800 hours following morning.</li> <li>3. Dockage charge will commence at 0600 hours.</li> </ol> <p>The following charges are assessed against vessels or barges using authority facilities:</p> <p><b>VESSELS:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0 --525’ .....</td> <td style="text-align: right;">\$6.50 per linear foot each day or fractional part.</td> </tr> <tr> <td>526’ – 625’ .....</td> <td style="text-align: right;">\$9.50 per linear foot each day or fractional part.</td> </tr> <tr> <td>626’ and over..</td> <td style="text-align: right;">\$11.85per linear foot each day or fractional part</td> </tr> </table> <p><b>REFRIGERATED CARGO VESSELS:</b></p> <p>\$5.65 per LOA per day or fractional part.</p> <p><b>CRUISE VESSELS:</b></p> <p style="text-align: center;">\$13.94 Per linear foot each day or fractional part.</p>	0 --525’ .....	\$6.50 per linear foot each day or fractional part.	526’ – 625’ .....	\$9.50 per linear foot each day or fractional part.	626’ and over..	\$11.85per linear foot each day or fractional part
0 --525’ .....	\$6.50 per linear foot each day or fractional part.						
526’ – 625’ .....	\$9.50 per linear foot each day or fractional part.						
626’ and over..	\$11.85per linear foot each day or fractional part						

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-AY-1	<p><b>ITEM 256 – FREQUENT USERS</b></p> <p>Any vessel operator making eight (8) or more port calls per calendar quarter will receive a 25% discount on dockage rates in the subsequent calendar quarter.</p> <p>Dates of port calls will be determined by departure dates. Calendar quarters are as follows:</p> <p>January through March April through June July through September October through December</p>
34-AZ	<p><b>ITEM 260 – VESSELS EXEMPT FROM DOCKAGE CHARGES</b></p> <p>Dockage shall not be charged against:</p> <ol style="list-style-type: none"> <li>1) Vessels that are engaged exclusively in non-commercial exhibition, and training vessels owned or operated by charitable organizations, provided such charge is waived by the Commercial Director.</li> <li>2) At the discretion of the Commercial Director, Government vessels not engaged in commerce may be exempt from the charges shown in this tariff, or a reduction in rates and charges may be granted.</li> <li>3) Tow boats or landing boats engaged in service to vessels utilizing the port.</li> </ol>
34-BA	<p><b>ITEM 265 – UNAUTHORIZED DOCKAGE</b></p> <p>Any vessel berthed in an unauthorized manner, unassigned berth, or shifted without the approval of the Commercial Director shall be subject to dockage in an amount equal three (3) times the published rate. Such vessel may be moved at the Commercial Director option to a properly designated berth without notice at the owner’s risk and expense.</p>
34-BB	<p><b>ITEM 270 – CHANGE OF VESSEL LOCATION</b></p> <p>Every vessel, boat, barge or other watercraft must at all times, have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce, or for the protection of other vessels or property.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION
34-BC	<p>In the event that no person is on board, the Commercial Director may place such personnel on the vessel as he deems necessary for the protection of other vessels or property or to facilitate navigation or commerce. In such cases, the expenses involved will be charged to the master, owner, or agent of such vessel.</p> <p>The Commercial Director, or his designee, is authorized and may direct or order and enforce the removal or change of location of any vessel, boat, barge or other watercraft to such place as may be designated, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property. It shall be unlawful for the master, owner, or agent of such vessel to fail, neglect, or refuse to obey such order of the Commercial Director. Such removal or change in location will be at the owner’s risk and expense.</p> <p>ITEM 275 – FIRE SIGNAL</p> <p>In the event of fire occurring on board any vessel in the Port Authority, except vessels under way, such vessels may sound five (5) prolonged blasts of the whistle or siren to indicate fire on board or at the dock. Signal shall be repeated at intervals to attract attention in addition to other means of reporting a fire. The word “prolonged blast” used in this rule shall mean a blast of from four to five seconds in duration.</p>
34-BD	<p>ITEM 280 – SMOKING RESTRICTIONS</p> <p>Smoking is strictly prohibited in transit sheds, warehouses, or on apron of the wharves, and on vessels handling dangerous, hazardous or <del>in</del>flammable cargo. Smoking is also strictly prohibited in any areas where gasoline or like materials are being handled.</p>
34-BE	<p>ITEM 285 – BILL POSTING PROHIBITED</p> <p>No person shall post, distribute, or display signs, advertisements, circulars, or written matter at the Port facility without prior written permission of the Commercial Director.</p>
34-BF	<p>ITEM 290 – SOLICITATION</p> <p>It shall be unlawful for any person or firm to solicit or carry on any business on the Port of Fernandina property without first obtaining a permit or franchise from the Ocean Highway and Port Authority, as required by this Tariff.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

**GENERAL RULES AND REGULATIONS**

RULE #	APPLICATION
34-BG	<p data-bbox="321 426 873 459">ITEM 295 – LOITERING ON PREMISES</p> <p data-bbox="321 501 1479 571">It shall be unlawful for any person to loiter in or on any of the Port facilities or properties. It shall be unlawful for any unauthorized persons to enter cargo handling areas.</p> <p data-bbox="321 611 1479 680">Persons using the Port facilities do so at their own risk. The Port of Fernandina will assume no responsibility for injuries, or damages sustained.</p>
34-BH	<p data-bbox="321 722 581 751">ITEM 300 – SIGNS</p> <p data-bbox="321 793 1479 863">Signs of any kind erected on Port property or painted on structures of facilities will be furnished by the Port user. All signs must be approved by the Commercial Director.</p>
34-BI	<p data-bbox="321 903 911 932">ITEM 310 – MISCELLANEOUS CHARGES</p> <p data-bbox="321 974 1479 1043">Special services will be performed if requested in advance. Contact Port Management for charges.</p>
34-BJ	<p data-bbox="321 1083 935 1113">ITEM 315 – MINIMUM INVOICE CHARGES</p> <p data-bbox="321 1155 1479 1224">Unless otherwise specified in individual items, the minimum charge on a single invoice on any one shipment shall be \$100.00.</p> <p data-bbox="321 1266 1479 1335">In assessing minimum charges shown above, each dock receipt or shipping order tally will be considered as constituting a single shipment.</p>
34-BK	<p data-bbox="321 1381 792 1411">ITEM 320 – LABOR, FURNISHED</p> <p data-bbox="321 1453 1458 1556">When services are performed by the Port for which no specific rates are published in this tariff, the rates will be the total cost of the personnel performing such services, plus 25% for overhead and administration.</p>
34-BL	<p data-bbox="321 1596 976 1625">ITEM 321 – MATERIALS, FURNISHED/RATES</p> <p data-bbox="321 1667 1458 1736">Any materials furnished by the port will be charged on the basis of actual cost, plus 20% for purchasing and handling.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION																														
34-BM	<p>ITEM 330 – CLEANING (GENERAL)</p> <p>All vessels, their owners and agents, and all other users of the facilities, shall be held responsible for cleaning such facilities after they have used them, including adjacent aprons and gutters. If the facilities are not properly cleaned, the Port Management reserves the right to have such facilities cleaned and bill the user of the facilities.</p>																														
34-BN	<p>ITEM 350 – LINE HANDLING</p> <p>The Port Operator will assess the following charges for the service of handling lines and shifting vessels at the Port of Fernandina.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Vessels under 325</th> </tr> <tr> <th></th> <th style="text-align: center;">ST</th> <th style="text-align: center;">OT</th> </tr> </thead> <tbody> <tr> <td>Mooring</td> <td style="text-align: right;">\$ 315.00</td> <td style="text-align: right;">\$ 365.00</td> </tr> <tr> <td>Unmooring</td> <td style="text-align: right;">\$ 235.00</td> <td style="text-align: right;">\$ 270.00</td> </tr> <tr> <td>Shifting</td> <td style="text-align: right;">\$ 315.00</td> <td style="text-align: right;">\$ 365.00</td> </tr> <tr> <td colspan="3" style="text-align: center;">Vessels over 325</td> </tr> <tr> <th></th> <th style="text-align: center;">ST</th> <th style="text-align: center;">OT</th> </tr> <tr> <td>Mooring</td> <td style="text-align: right;">\$ 495.00</td> <td style="text-align: right;">\$ 645.00</td> </tr> <tr> <td>Unmooring</td> <td style="text-align: right;">\$ 290.00</td> <td style="text-align: right;">\$ 365.00</td> </tr> <tr> <td>Shifting</td> <td style="text-align: right;">\$ 495.00</td> <td style="text-align: right;">\$ 645.00</td> </tr> </tbody> </table> <p><u>Detention or Stand-By rates per half hour or fractional part thereof. Applicable after first two hours:</u> Per Movement for all Movements (Mooring, Unmooring and Shifting) \$263.82 All vessels, boats, or other watercraft, except tug boats, must use linehandlers.</p>	Vessels under 325				ST	OT	Mooring	\$ 315.00	\$ 365.00	Unmooring	\$ 235.00	\$ 270.00	Shifting	\$ 315.00	\$ 365.00	Vessels over 325				ST	OT	Mooring	\$ 495.00	\$ 645.00	Unmooring	\$ 290.00	\$ 365.00	Shifting	\$ 495.00	\$ 645.00
Vessels under 325																															
	ST	OT																													
Mooring	\$ 315.00	\$ 365.00																													
Unmooring	\$ 235.00	\$ 270.00																													
Shifting	\$ 315.00	\$ 365.00																													
Vessels over 325																															
	ST	OT																													
Mooring	\$ 495.00	\$ 645.00																													
Unmooring	\$ 290.00	\$ 365.00																													
Shifting	\$ 495.00	\$ 645.00																													
34-BO	Reserved for Future Use.																														

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

GENERAL RULES AND REGULATIONS

RULE #	APPLICATION												
34-BP	<p><b>ITEM 360 – BULK MATERIAL</b></p> <p>The wharfage charge on bulk commodities, not otherwise specified, handled through the Port of Fernandina facilities, is \$2.39 per net ton.</p>												
34-BQ	<p><b>ITEM 370 – STORAGE</b></p> <p>All commodities listed in this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of Free Time:</p> <p>Inside:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">First 15 Day Period</td> <td style="text-align: right;">\$.30 per ton, per day</td> </tr> <tr> <td>Second 15 Day Period</td> <td style="text-align: right;">\$.45 per ton, per day</td> </tr> <tr> <td>Thereafter</td> <td style="text-align: right;">\$.75 per ton, per day</td> </tr> </table> <p>Outside:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">First 15 Day Period</td> <td style="text-align: right;">\$.23 per ton, per day</td> </tr> <tr> <td>Second 15 Day Period</td> <td style="text-align: right;">\$.38 per ton, per day</td> </tr> <tr> <td>Thereafter</td> <td style="text-align: right;">\$.68 per ton, per day</td> </tr> </table>	First 15 Day Period	\$.30 per ton, per day	Second 15 Day Period	\$.45 per ton, per day	Thereafter	\$.75 per ton, per day	First 15 Day Period	\$.23 per ton, per day	Second 15 Day Period	\$.38 per ton, per day	Thereafter	\$.68 per ton, per day
First 15 Day Period	\$.30 per ton, per day												
Second 15 Day Period	\$.45 per ton, per day												
Thereafter	\$.75 per ton, per day												
First 15 Day Period	\$.23 per ton, per day												
Second 15 Day Period	\$.38 per ton, per day												
Thereafter	\$.68 per ton, per day												
34-BR	<p><b>ITEM 375 –SECURITY FEES</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"><b>Breakbulk</b></td> <td style="text-align: right;"><b>\$3.65 per LOA per day plus \$0.40/ST</b></td> </tr> <tr> <td>Containers</td> <td style="text-align: right;">\$7.25 per container</td> </tr> <tr> <td>Cruise Passenger</td> <td style="text-align: right;">\$3.00 per passenger on-board at arrival</td> </tr> <tr> <td>Escort fee for non-TWIC holders</td> <td style="text-align: right;">\$125.00 per visitor</td> </tr> </table>	<b>Breakbulk</b>	<b>\$3.65 per LOA per day plus \$0.40/ST</b>	Containers	\$7.25 per container	Cruise Passenger	\$3.00 per passenger on-board at arrival	Escort fee for non-TWIC holders	\$125.00 per visitor				
<b>Breakbulk</b>	<b>\$3.65 per LOA per day plus \$0.40/ST</b>												
Containers	\$7.25 per container												
Cruise Passenger	\$3.00 per passenger on-board at arrival												
Escort fee for non-TWIC holders	\$125.00 per visitor												
34-BS	<p><b>ITEM 376 - PORT ADMINISTRATION FEE</b></p> <p>All commercial vessels engaged in foreign, international, intercoastal, coastwise and non-contiguous domestic commerce shall be assessed a Harbor Administration Fee, as provided below. The Harbor Administration Fee will be assessed on a per call basis against all commercial vessels entering the main shipping channel and bound for loading, unloading or berthing at Ocean Highway and Port Authority facilities.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"><b>Vessels equal to or less than 330 linear feet overall-per call</b></td> <td style="text-align: right;"><b>\$175.00</b></td> </tr> <tr> <td><b>Vessels over 330 linear feet overall</b></td> <td style="text-align: right;"><b>\$350.00</b></td> </tr> </table>	<b>Vessels equal to or less than 330 linear feet overall-per call</b>	<b>\$175.00</b>	<b>Vessels over 330 linear feet overall</b>	<b>\$350.00</b>								
<b>Vessels equal to or less than 330 linear feet overall-per call</b>	<b>\$175.00</b>												
<b>Vessels over 330 linear feet overall</b>	<b>\$350.00</b>												

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS - CONTAINERS

RULE #

APPLICATION

34-BT

**ITEM 377 - DOCKING AND UNDOCKING TUG BOAT FEES**

If required by the St. Johns River Bar Pilots Association, all commercial vessels shall utilize docking and undocking services at the Port of Fernandina. Usage of the Port of Fernandina Tug Boat shall be coordinated with the Commercial Director or his designee.

**Port of Fernandina – Towing Service**

Length of Ship (LOA)	Rate Per Job*
Barges	\$5,500
Less than 400'	\$6,000
400 – 499'	\$6,500
500 – 599'	\$7,000
600 – 699'	\$7,500
700 feet and greater	\$8,000

\* Docking and undocking are each one job .

34-BU

**ITEM 380 - CONTAINERS, GENERAL**

- 1) The term “Container” refers to the so-called “Standard 20-foot, or 40-foot sea-going container”.  
Note: The so-called “vans” used in connection with the shipments of household goods are not included within this definition and they are not subject to the Rules, Regulations and Charges as shown in this tariff.
- 2) The term “Marshalling Yard”, refers to the designated area in the Port facility where loaded or empty sea-going containers can be physically exchanged by the inland carrier (or its contractual agent) and the ocean or water carrier (or its authorized Agent) through the terminal.
- 3) The term “Open Storage” or “Parking Area” refers to the designated open storage or parking area where loaded or empty containers, when on wheels or chassis (furnished by owner or Agent) or employ chassis or underframes may be held in custody of Nassau Terminals, LLC on instructions by the vessel and/or its authorized Agent.

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS - CONTAINERS

RULE #	APPLICATION
	<p>4) The term “Rehandling Container” refers to the moving or towing of a Standard 20-foot or 40-foot sea-going container, upon instructions from the vessel and/or its authorized Agent, to or from “Point of Rest” to or from designated point on the facility.</p> <p>5) The term “Receiving or Delivering Container” refers to physical acceptance or delivery of a container by Nassau Terminals, LLC.</p> <p>Nassau Terminals, LLC will perform the following functions to effect physical exchange of a container between the inland carrier and the water carrier berthing at the Port facilities.</p> <p>a) Upon instructions from the vessel and/or its authorized Agent, a wheeled container appropriately moved into position in the Marshalling Yard by the inland carrier will be removed from the wheels, bogies, chassis, frame, or flat-bed trailer by Nassau Terminals, LLC. In turn, the container will be grounded or stacked by Nassau Terminals, LLC in the Marshalling Yard at a “Point of Rest” and then transported to the vessel during shiploading.</p> <p>i. Likewise, Nassau Terminals, LLC will receive a container with or without wheels, from the vessel and/or its authorized Agent for delivery to an inland carrier. Nassau Terminals, LLC will ground or stack the container in the Marshalling Yard at a “Point of Rest” designated by Nassau Terminals, LLC. When so requested by the vessel and/or its authorized Agent, Nassau Terminals, LLC with its labor and mechanical equipment, will remove the container from “Point of Rest” and place the container on wheels, chassis, frames or flat-bed trailer for delivery to the inland carrier.</p> <p>ii. Nassau Terminals, LLC will exercise physical control over the container the entire time that the container is in the Marshalling Yard.</p> <p>iii. Nassau Terminals, LLC will accept a container from or release a container to the inland carrier upon instructions from the vessel and/or its authorized Agent.</p> <p>iv. Receiving or delivering container and underframes includes execution of interchange form for the steamship line.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS - CONTAINERS

RULE #	APPLICATION
	<p>v. A wheeled container which is “Received” by Nassau Terminals, LLC in the “Open Storage” or “Parking Area” from an inland motor carrier and upon instructions from the vessel and/or its authorized Agent, released to an inland motor carrier, rather than being interchanged with a water carrier, Nassau Terminals, LLC will consider this procedure to be two separate “Receiving” operations. Nassau Terminals, LLC will then assess a dual “Receiving” and/or “Delivery” charge to the vessel and/or its Agent.</p> <p>vi. A “Wheeled Container” is a container as described in this item, loaded or empty, on own sheels, bogies, frames, chassis or flatbed trailer, furnished by owner or Agent.</p> <p>b) The term “Pre-mounting/Delivery” or “De-mounting/Receiving Container”, refers to the physical placing or removal by Nassau Terminals, LLC of a container, empty or loaded, to or from its own wheels, chassis, bogies, or frames (same to be furnished by the vessel or its authorized Agent) upon instructions from the vessel and/or its authorized Agent, at a time other than delivering or receiving the container to or from the inland carrier.</p> <p>c) The term “Segregation of Containers” refers to the movement of a container from one location to another location, in close proximity, in the Marshalling Yard.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS - CONTAINERS

RULE #	APPLICATION
	<p>d) Paragraph 8 is deleted.</p> <p>e) The term “Handling of Container to the Container Freight Station (CFS)” refers to the movement of containers on terminals wheels from the Marshalling Yard to the CFS and back to the Marshalling Yard.</p> <p>f) Nassau Terminals, LLC will furnish electrical power to refrigerated containers at rates published herein. If requested, Nassau Terminals, LLC will provide electrical service for refrigerated containers at a rate of \$52.50 per day and with half day billing increments.</p> <p>g) Nassau Terminals, LLC will not be responsible for any repairs to mechanical equipment and will not be responsible in the event of electrical failure.</p> <p>h) Nassau Terminals, LLC will grant five (5) consecutive calendar days “Free Time” beginning with the first 7:00 a.m. after placement of containers, loaded or empty in wheel operation and on containers without wheels, bogies, chassis or frames in stacked operations. The “Free Time” applies to the ocean carrier only and all storage charges are for the account of the ocean carrier.</p> <p>EXCEPTION: Nassau Terminals, LLC may grant additional free time on empty containers to vessels maintaining a regular scheduled service in the Port of Fernandina.</p> <p>i) The term “Containers Interchanged Between Water Carriers” refers to containers (loaded or empty) interchanged between water carriers and moving over the piers, wharves or bulkheads of the Port facilities and is assessed against the receiving water carrier. This charge is applicable only upon proper notification to Nassau Terminals, LLC prior to the discharge of the delivering vessel. If proper notification is not received, the charge as applicable in Paragraph 5 of this item will apply.</p> <p>j) The term “Positioning Container from Marshalling Yard to Container Repair Area” refers to the handling of containers from the Marshalling Yard to the repair area and the return of the container to the Marshalling Yard.</p>



**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS - CONTAINERS

RULE #	APPLICATION
34-BZ	ITEM 401 - SPECIAL RATES
34-CA	<p>ITEM 405 – CONTAINER LOADED IN EXCESS OF RATED CAPACITY</p> <p>The Rates, Rules, Regulations and Charges published in this tariff are not applicable to standard sea-going containers loaded in excess of their Rated Capacity.</p> <p>The Port will not permit its mechanical equipment (designed for movement or carriage of containers) or its container crane to be used in any way to lift, move or transport a container which is loaded in excess of the rated capacity.</p> <p>The party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damages, including court costs and attorney’s fees, incident to or resulting from such unauthorized use.</p>
34-CB	<p>ITEM 410 – EQUIPMENT DAMAGE</p> <p>Neither the Port Authority or the Terminal Operator will be responsible for damage to containers or chassis which occurs during normal course of handling, except in cases of negligence.</p>

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS – BREAK BULK AND BULK CARGO

RULE #	APPLICATION												
34-CC	<p>RULES AND REGULATIONS – BREAK BULK CARGO</p> <p>Charges for Wharfage and Storage, in dollars per ton of 2,000 pounds, unless otherwise specified. Storage charges shown in Item 500 through 585 are subject to application on the basis of adequate handling equipment owned by the Port Authority or Terminal Operator.</p> <p>See following subrules.</p>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">COMMODITY</th> <th style="text-align: center;">WHARFAGE/ TON</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <p>34-CD</p> <p>ITEM 500 – NAME OF COMMODITY, GENERAL</p> <p>Articles – General (Not otherwise herein) subject to weight or measurement, whichever results in higher charges with a measure ton consisting of 40 cubic feet.</p> </td> <td></td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> <p>34-CE</p> <p>ITEM 505 – AUTOMOBILES, TRUCKS, TRAILERS, CHASSIS, OR OTHER MOTOR VEHICLES</p> <p>Automobiles, trucks, trailers, chassis, or other motor vehicles set up or not requiring use of handling equipment upon delivery:</p> <p>A) 4,000 lbs. or less B) Over 4,000 lbs.</p> </td> <td style="vertical-align: bottom; text-align: center;"> <p>\$31.52* \$76.56*</p> </td> <td></td> <td></td> </tr> </tbody> </table>	COMMODITY	WHARFAGE/ TON			<p>34-CD</p> <p>ITEM 500 – NAME OF COMMODITY, GENERAL</p> <p>Articles – General (Not otherwise herein) subject to weight or measurement, whichever results in higher charges with a measure ton consisting of 40 cubic feet.</p>				<p>34-CE</p> <p>ITEM 505 – AUTOMOBILES, TRUCKS, TRAILERS, CHASSIS, OR OTHER MOTOR VEHICLES</p> <p>Automobiles, trucks, trailers, chassis, or other motor vehicles set up or not requiring use of handling equipment upon delivery:</p> <p>A) 4,000 lbs. or less B) Over 4,000 lbs.</p>	<p>\$31.52* \$76.56*</p>		
COMMODITY	WHARFAGE/ TON												
<p>34-CD</p> <p>ITEM 500 – NAME OF COMMODITY, GENERAL</p> <p>Articles – General (Not otherwise herein) subject to weight or measurement, whichever results in higher charges with a measure ton consisting of 40 cubic feet.</p>													
<p>34-CE</p> <p>ITEM 505 – AUTOMOBILES, TRUCKS, TRAILERS, CHASSIS, OR OTHER MOTOR VEHICLES</p> <p>Automobiles, trucks, trailers, chassis, or other motor vehicles set up or not requiring use of handling equipment upon delivery:</p> <p>A) 4,000 lbs. or less B) Over 4,000 lbs.</p>	<p>\$31.52* \$76.56*</p>												

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS – BREAK BULK AND BULK CARGO

	COMMODITY	WHARFAGE/ TON		
34-CF	ITEM 510 – BREAKBULK COMMODITIES  Vessels Less Than 500 feet LOA Vessels Equal to or Greater than 500 Feet LOA	  \$3.62 \$5.19		
34-CG	ITEM 512 – BULK COMMODITIES  Dry Bulk Commodities Liquid Bulk Commodities	  \$2.39 \$2.21		
34-CH	ITEM 515 RESERVED FOR FUTURE USE			
34-CI	ITEM 585 – MOBILE EQUIPMENT (Non-Self Propelled) \$115.00 *per unit			
34-CJ	ITEM 645 – YACHTS OR BOATS (per linear foot) Boats up to 30' Boats over 30'- 45' All boats received from water Boats over 45'	 \$2.00 \$2.00 \$2.20 \$2.60		

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2022-1**

RULES AND REGULATIONS – BREAK BULK AND BULK CARGO

	COMMODITY		HANDLING/ TON	
34-CD	ITEM 500 – NAME OF COMMODITY, GENERAL Effective January 1, 2015 Articles – General (not otherwise herein) subject to weight or measurement, whichever results in higher charges with a measure ton consisting of 40 cubic feet.		\$9.43	
34-CE	ITEM 505 – AUTOMOBILES, TRUCKS, RAILERS, CHASSIS, OR OTHER MOTOR VEHICLES  Effective January 1, 2015 Automobiles, trucks, trailers, chassis, or other motor vehicles set up or not requiring use of handling equipment upon delivery:  A) 4,000 lbs. or less B) Over 4,000 lbs. *per unit		\$31.52* \$76.56*	

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2**

RULES AND REGULATIONS – BREAK BULK CARGO

	COMMODITY		HANDLING/ TON	
34-CK	<p>ITEM 570 – IRON AND STEEL ARTICLES Effective January 1, 2015 Iron and Steel Articles, structural shapes Plates, angles, pipe, castings, and forgings</p> <p>STEEL REBAR - Up to 40' (bundled) - Over 40' (bundled)</p>		<p style="text-align: center;">\$8.05</p> <p style="text-align: center;">\$6.90</p> <p style="text-align: center;">\$8.57</p>	
34-CL	<p>ITEM 575 – LOGS, POLES, WOODEN PILINGS, CROSS TIES Effective January 1, 2015 Logs, Poles, Wood Pilings, Cross Ties A. Bundled B. Loose When treated with creosote A. Bundled B. Loose</p>		<p style="text-align: center;">\$6.15</p> <p style="text-align: center;">\$9.20</p> <p style="text-align: center;">\$11.50</p> <p style="text-align: center;">\$15.76</p>	

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2**

RULES AND REGULATIONS – BREAK BULK CARGO

	COMMODITY		HANDLING/ TON	
34-CM	ITEM 580 – LUMBER Bundled per thousand board feet		\$7.07	
34-CN	ITEM 581- PLYWOOD / VENEER		\$6.79	
34-CO	ITEM 582 – MACHINERY  Under 50,000 lbs. Over 50,000 lbs. *The greater of weight or measurement. Measurement ton based on 40 cubic feet per ton.  Heavy weight surcharge (in addition to handling rates) 75,000 to 99,999 lbs. 100,000 – 150,000 lbs.		\$8.57 O.A.    \$350.00 \$500.00	
34-CI	ITEM 585 – MOBILE EQUIPMENT Self-propelled – per unit  Heavy weight surcharge (in addition to handling rates) 75,000 – 99,999 lbs. 100,000 – 150,000 lbs.		\$115.00    \$350.00 \$500.00	

**Ocean Highway and Port Authority  
Nassau County, Florida  
Port of Fernandina  
FMC – Tariff No. 2**

RULES AND REGULATIONS – BREAK BULK CARGO

	COMMODITY		HANDLING/ TON	
34-CP	ITEM 590 – MOBILE HOMES (per unit)  Mobile Homes (Including House Trailers And Recreational Vehicles)		\$125.00	
34-CQ	ITEM 610 PVC PIPE  PVC Pipe		\$8.22	
34-CR	ITEM 645 – YACHTS OR BOATS (per linear foot)  - Boats up to 30’ - Boats over 30’ – 45’  - All boats received from the water  Boats over 45’		\$6.73 \$11.16 Plus \$390.00  \$18.40 Plus\$430.00  O.A.	

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA  
RESOLUTION NO. 2022-R02

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA,  
AUTHORIZING AN AMENDMENT TO THE AMENDMENT OF THE PORT OF FERNANDINA TARIFF  
No.2022-1; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ocean, Highway, and Port Authority is an independent, special district created and chartered under the laws of the State of Florida at Chapter 2005-293, as authorized by F.S. Ch. 189.

WHEREAS, OHPA has the authority and obligation to amend, update, and implement the Port Tariff as available and applicable.

WHEREAS, the Ocean Highway and Port Authority desires to implement an amendment to the amended Port Tariff No. 2022-1;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA THAT:

Section 1. The Chair of the Board of Commissioners of OHPA is hereby authorized to execute, on behalf of OHPA, the Port of Fernandina Tariff, and is further authorized to execute any and all documents necessary to effectuate the same, including future amendments thereto.

Section 2. OHPA agrees to comply with the amended Port Tariff for administration and implementation described above.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority, Nassau County, Florida hereby adopts the foregoing Resolution, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Danny Fullwood, as its Chairman

ATTEST:

\_\_\_\_\_  
Scott Hanna, as its Secretary