



# **Tulsa Ports - Operational Circular 20**

## **CITY OF TULSA-ROGERS COUNTY PORT AUTHORITY**

(Cancels Tulsa Port of Catoosa Circular No. 19)

**Note: All previous Operational Circulars, Rules, Regulations  
and Rates written, printed or oral,  
Heretofore adopted, are hereby rescinded.**

**NAMING RATES, RULES, AND REGULATIONS  
FOR  
ALL PORT OPERATIONS**

**APPLYING AT TULSA PORTS OF CATOOSA & INOLA**

**EFFECTIVE July 1, 2023**

**Can be obtained by request or by visiting  
[www.tulsaports.com](http://www.tulsaports.com)**

# **REVISIONS**

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## **Section I. GENERAL INFORMATION**

### **A. INTRODUCTION**

1. **SCOPE** - The rules, regulations, policies, conditions, rates and/or charges set forth in this Operational Circular shall include all facilities, roads, rail, docks, wharves, or properties owned, operated, or managed by the City of Tulsa-Rogers County Port Authority. Such facilities, roads, rail, docks, wharves, or properties will hereafter be referred to as "Tulsa Ports" and/or "Port".

2. **APPLICABILITY** - The rules, regulations, conditions, rates and/or charges set forth in this Operational Circular shall apply to all vessels, agents, owners, masters, operators, truckers, rail operators, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments.

3. **IMPLIED CONTRACT** - Entry upon Tulsa Ports properties by any means shall be regarded as constituting an agreement by such person, vehicle, vessel to comply with the Port's Rules and Regulations.

4. **RESPONSIBILITY** - Any person or persons acting on behalf of entities using the facilities, or agents thereof, shall be jointly and severally responsible for all payment of charges as set forth in this Operational Circular.

5. **RISK** - Persons entering Tulsa Ports properties shall do so at their own risk.

6. **COMPLAINTS** - Shipper's requests and complaints shall be promptly and fairly considered by Tulsa Ports if they are submitted in writing to the Port Authority at the address indicated in the Operational Circular.

7. **CHANGES** - Tulsa Ports and its Port Authority (as authorized) reserves the right to alter, change, amend, or modify any of the provisions contained herein, upon reasonable notice to vessels and tenants using the Port and its facilities. The date and reference to such changes shall be noted on the Revision page of this document.

8. **NON-RETROACTIVE** - When the action of Tulsa Ports is in response to a user's request or complaint and requires Operational Circular change, no such change will be retroactive.

9. **RULE OF LAW** -The laws of the United States of America and the State of Oklahoma shall apply to the provisions of this Operational Circular.

10. **CONTACTS** - City of Tulsa-Rogers County Port Authority  
5350 Cimmaron Road  
Catoosa, OK 74015  
Office: (918) 266-2291  
Email: [info@tulsaports.com](mailto:info@tulsaports.com)

11. HOURS OF OPERATION – The Tulsa Port of Catoosa operates 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 8:00AM – 4:30 PM local time Monday through Friday, excluding holidays.

12. HOLIDAYS - For the purposes of this Operational Circular, the holidays listed below are observed by Tulsa Ports, or any day celebrated in lieu thereof.

New Year's Day	January 1*
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Juneteenth	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Day	December 25*

\*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

## B. RIGHTS AND COMPLIANCE

1. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS - The Port Authority reserves the right to execute supplemental or separate contracts outside of this Operational Circular. Such contracts shall be consistent with the provisions of this Operational Circular, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Operational Circular.

2. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATIONS - The Port Authority reserves the right to establish and enforce separate Rules and Regulations in addition to the provisions of this Operational Circular which shall apply to all Port users and with the same authority and in the same manner as the Operational Circular.

3. RIGHT OF FINAL DECISION - In the event of a dispute regarding any of the terms and conditions as stated in this Operational Circular, supplemental Rules and Regulations, or supplemental contracts, the decision of the Port Authority shall be final.

4. ADDITIONAL COMPLIANCE - Users of Tulsa Ports', Port facilities, are subject to federal, state, and municipal regulations as applicable, as well as supplemental Terminal Rules and Regulations as established by the Port Authority.

5. SECURITY - Users are advised that designated portions the properties and facilities of Tulsa Ports may be subject to federal security regulations under 33 CFR Part 105. The Port Authority has the right to establish security policies as deemed applicable for tenants and Users of the Port.

6. SAFETY - Users shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.

7. LICENSE REQUIREMENT - No party or contractor may conduct business on the facilities associated within the Port without a license or permit issued by the Port Authority or if other arrangements have been made with Port tenants. The Port Authority reserves the right to issue non-exclusive Operating Permits to qualified firms handling specific cargoes.

8. ALTERATION OF BANKS, PROPERTIES OR WATERWAYS - No properties, rail, rights of way, or waterways in the Port shall be altered in any fashion without express permission of the Port Authority.

### C. PORT AUTHORITY MAP



## **Section II. ABBREVIATIONS, DEFINITIONS, AND SYMBOLS**

### **A. ABBREVIATIONS**

@	At
%	Per Cent
AM	Before noon, local time
COR	Certificate of Registry
EA	Each
FSO	Facility Security Officer
FSP	Facility Security Plan
FRA	Federal Railroad Administration
Ft	Feet
Lbs.	Pounds
LT	Long Ton-2,240 pounds
MBF	Thousand Board Feet
NOS	Not Otherwise Specified
OK	State of Oklahoma
PM	After noon, local time
Ro-Ro	Roll On-Roll Off Dock
SMV	Slow Moving Vehicle
T	Ton
USD	U.S. Dollars

### **B. DEFINITIONS**

1. BARGE – shall mean any non-self-propelled vessel.
2. BARREL – shall mean equivalent to 42 US gallons of fresh water.
3. BERTH - Shall mean the area of water alongside a Pier where a vessel is Docked.
4. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
5. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
6. CERTAIN DAGEROUS CARGO (CDC) – Certain dangerous cargos are substances and articles that have explosive, flammable, toxic, infectious, or corrosive properties. They pose a risk to public health, property, or the environment as defined in 33 CFR 160.202.
7. CST – Central Standard Time.



8. CURRENCY - For the purposes of rates and charges as outlined in this Operational Circular, all rates shall be in US Dollars.
9. DEMURRAGE/PIER OR PROPERTY STORAGE – Shall mean a charge assessed against cargo which remains on the Pier or Port property after expiration of the free time allowed.
10. DOCK - Shall mean all Docks, floats, slips, wharves, ramps, Piers, bulkheads, dolphins, and sea walls owned or operated by Tulsa Ports.
11. DOCKAGE - Charges assessed against a motorized vessel for the service of providing space alongside of a wharf, Pier, within a slip or adjacent seawall structure for the Docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
12. DUNNAGE - pieces of wood, matting, synthetic material, or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
13. FACILITY SECURITY PLAN (FSP) - The plan for terminal security for those areas of the Port subject to the requirements of 33 CFR Part 105 and/or security requirements established by the Port Authority.
14. FLEETING – Refers to the action in which a barge is paused along the bank of the channel or a mooring structure.
15. FRA – Federal Railroad Administration.
16. FREE TIME – The time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the Terminal or associated facilities.
17. FREIGHT – Shall mean cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
18. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
19. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel’s cargo handling equipment, or Terminal’s cargo handling equipment, and place of rest on Dock, truck, vessel, or other conveyance.

20. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Department of Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
21. LICENSE - Shall mean a document issued by the Port Authority granting permission to the licensee to conduct business on the property managed by Tulsa Ports.
22. LAYBERTHING - A vessel moored at the Pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
23. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
24. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
25. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
26. OVERALL - Shall mean the greatest distance between two points either above or below the water.
27. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside Dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.
28. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
29. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
30. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
31. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities, and agents and/or their instruments thereof.
32. PIER - The fixed structure along the water's edge to which a vessel may be tied up and moored.

33. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
34. PORT – Port shall mean all lands owned, controlled, and/or operated by the City of Tulsa-Rogers County Port Authority including the Dock, submerged lands, tidelands, upland sections, and the properties known as the Tulsa Port of Catoosa and Tulsa Port of Inola.
35. PORT AUTHORITY - Under this Operational Circular shall mean any employee of the City of Tulsa- Rogers County Port Authority acting as a local representative responsible for the management of the designated marine Terminal facility and Port properties, or the designated agent or contract Operator of the Port Authority.
36. PROCESSED – Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
37. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
38. RO-RO DOCK -The floating or fixed dock at the facilities used for the transferring of cargo to and from vessels.
39. SEAFOOD – Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
40. SLIP - A berth for smaller vessels.
41. SMV – Small Motor Vehicle.
42. STEVEDORE - Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
43. STRIKE STORAGE - Charge assessed against cargo remaining on the Pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
44. SWITCHING - a type of operation done within the limits of a yard. It generally consists of making up and breaking up trains, storing and classifying cars, serving industries within yard limits, and other related purposes.
45. TENANT - Any party that leases property for exclusive or non-exclusive use at a marine facility.

46. **TERMINAL** - Terminal shall include all land, Docks, Piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, property and other infrastructure associated with the marine facilities under the management and control of Tulsa Ports.
47. **TERMINAL OPERATOR** – Shall mean Tulsa Ports or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal and approved to do so by the Port Authority.
48. **TERMINAL OPERATOR PERMIT** – A permit issued by the Port Authority to a qualified entity for operating at the Marine Terminal in the Port.
49. **TON** - Measure of weight as follows:
- a. Short Ton as expressed in this Operational Circular shall mean 2,000 pounds US.
  - b. Metric Ton as expressed in this Operational Circular shall mean 2,204.6 pounds US.
50. **TULSA PORTS** – Shall mean the City of Tulsa-Rogers County Port Authority or its duly authorized representative.
51. **UAS** – Unmanned Aircraft System, is an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft.
52. **UAV** – Unmanned Aerial Vehicle, commonly known as a drone, is an aircraft without any human pilot, crew, or passengers on board.
53. **USER** – Any party undertaking operations on Port property, including transportation providers, Terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
54. **VEHICLE** - Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction, and heavy equipment.
55. **VESSEL** - Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels and boats, fishing boats, recreational boats, barges, skiffs, or similar craft, as well as public vessels and craft.
56. **VESSEL OPERATOR** – Shall mean the operator, agent, owner, or their designee, of a Vessel.
57. **WHARF** - Shall mean the cargo handling area located on the Terminal.
58. **WHARFAGE** - Wharfage is the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when

berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

59. WHARF DEMURRAGE - See demurrage.

60. WHARF STORAGE - Charge assessed against cargo remaining on a Pier or wharf after the expiration of free time, or for providing warehousing or other uses of Terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Port Authority.

## **Section III. GENERAL RULES AND REGULATIONS**

### **A. GENERAL**

1. PUBLIC THOROUGHFARES - The Port and its associated properties are not public thoroughfares.

2. ACCESS TO PORT FACILITIES - The Port Authority shall at all times have the right to refuse access to any property, Rail, Dock, or Terminal facility by any person or vessel or to remove, or cause to remove, any vessel, person, or cargo at any time from any property, Dock, or Terminal facility. This right shall be reserved at all times to the Port Authority without responsibility for demurrage, loss, or damage when:

- a. Previous arrangements for use, space, receiving, or unloading have not been made with the Port Authority;
- b. The Vessel is unsafe or hazardous and may pose a risk to life or property;
- c. The value of the Vessel, in the opinion of the Port Authority, is less than the probable service charges and other charges related to its use of the Dock or Terminal facilities;
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Port Authority, the circumstances then prevailing or likely to occur will prevent the Dock or Terminal facilities, or any Portion of them, from providing customary services to the public; or
- e. Persons have violated federal, state, municipal, or Port regulations.

3. PORT SECURITY – The Port will become access controlled from 6PM-6AM M-F and ALL-DAY Sat-Sun. The only access will be through the Main Gate, traveling public will be required to provide their name and destination to onsite security. Port Security reserves the right to deny entry to anyone that does not have business within the Port. Port Security can be reached at 918-266-6183.

4. DAMAGE TO FACILITIES – Vessel Operators and all other users are held liable for any damage to facilities resulting from their use. Vessel Operators and users will be held responsible for damage done to the Dock when landing, laying alongside or when leaving the Dock. The Port Authority reserves the right to repair, contract, or cause to be repaired, all damage to Docks, wharves, buildings, utilities, and equipment caused by Vessels, their owners and/or agents, operators, or other parties and hold them responsible for payment. Any repair charges will be billed to users at cost plus 25%. All repairs must be reviewed and approved by the Port Authority.

In the event any damage is done to Terminal or Pier property, the person or persons responsible for said damage, or in any way involved, shall give a full report to the Port

Authority giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available. The person, persons, or entity causing the damage will be held responsible for reimbursing the Port Authority for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the Port Authority, the Terminal, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

5. ROAD SAFETY – All persons entering the Port shall comply with the following road safety rules:

a. FORKLIFTS – the following shall apply:

1. All forklifts operating on Port roadways shall be operated by properly trained and certified personnel.
2. All forklifts operating on Port roadways shall have flashing lights on top, visible from all directions, or shall be escorted by a vehicle with hazard flashers on.
3. Forklifts transporting material wider than 10' shall be escorted by a vehicle with the hazard flashers on.
4. Forklifts operating on Port roadways shall have rearview and/or sideview mirrors.
5. Forklifts operators operating on Port roadways shall ensure the load is managed correctly by having the load tilted back against the forks and using straps if need be.
6. Forklifts operators should always remain inside the compartment.

b. TRACTOR TRAILERS – the following shall apply:

1. Tractor trailers and other heavy vehicles transporting goods on Port roadways shall be operated by properly trained and licensed drivers.
2. Loads susceptible to shifting on trailers shall be properly tied down and secured before driving on Port roadways.
3. Oversize Loads shall provide notification to the Port Authority before driving on Port roadways.

c. PARKED TRAILERS – the following shall apply:

1. Trailers are prohibited from parking on Port roads & rights-of-way. Only in extreme circumstances and with permission from the Port Authority

will short-term parking be allowed at authorized locations. In those circumstances, items 2 and 3 shall apply.

2. Authorized trailers parked on Port roads will have the corners marked with orange traffic cones with fluorescent taped stripes for night-time visibility. Minimum of two cones per trailer, one on each outside corner.
3. No trailers will be left parked on Port roads for longer than 24 hours.
4. Drivers that arrive to the Port after operating hours may not park in front of Arkansas Gate or Keystone Gate. Instead, they may be permitted by onsite security to enter the Port through the Main Gate and park in the Port's Truck Staging Area.

d. VEHICLES – the following shall apply:

1. All persons operating a vehicle on Port roadways shall be properly trained and licensed individuals.
2. All persons operating a vehicle on Port property must wear seatbelts. Vehicle speeds may not exceed posted speed limits on Port property. Where a speed limit is not posted, vehicle speeds may not exceed 15 miles per hour. Vehicles may not be left idling when unattended.
3. All persons operating a vehicle on Port property are subject to all Oklahoma Traffic Laws and can be written citations if non-compliant.
4. No persons shall be allowed to park automobiles on the Port without express permission from the Port Authority. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and Tulsa Ports shall not be held liable for any loss or damage resulting from such parking. The Port Authority shall designate those areas on the Terminal or other Port property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles. Any vehicles not properly parked in designated areas, may be towed by Tulsa Ports at the owner's expense.

e. NON-ROAD EQUIPMENT – the following may apply:

1. Slow moving equipment such as lawn mowers, aerial lifts, etc., shall be escorted by a vehicle with hazard flashers on.
2. Vehicles capable of 15 miles per hour or greater, such as golf carts, or 'gator' type utility vehicles, shall have a flashing light on top or Slow-



Moving Vehicle (SMV) triangle on back, or shall be escorted by a vehicle with hazard flashers on.

3. All SMV should travel in the right-hand lane, unless turning left.
4. Keep all body parts – feet, legs, and arms - inside the SMV while it is in motion, unless the operator is signaling for a turn.
5. Never overload the SMV, i.e. carrying more passengers than seating provided or overloading the vehicle's recommended carrying or load capacity (Seat belts must be used when provided). No one is permitted to ride on the running boards, fenders, or any other part of the SMV except the seats.
6. SMVs must not block paths or entrances to buildings.

## B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

1. RIGHT TO REFUSE CARGO - The Port Authority shall at all times have the right to refuse to accept, receive or unload, or permit a vessel to load or discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Port Authority by the cargo owner.
- b. Cargo not suitably packed for safe transportation.
- c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid.
- d. Cargo deemed by the Port Authority, in the reasonable exercise of his/her discretion, to be offensive, perishable, obnoxious, or hazardous.
- e. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
- f. Cargo, the value of which may, in the opinion of the Port Authority, be less than the probable service charges and other charges related to it.
- g. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Port Authority, the circumstances then prevailing or likely to occur will prevent the Docks or Terminal facilities, or any Portion of them, from providing customary service to the public.
- h. Cargo not properly labeled.

- i. Cargo beyond the acceptable, stated weight.
- j. Cargo not properly packaged or contained.
- k. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
- l. Cargo of a nature that may create a safety concern for the Port or when the Terminal is not properly equipped to handle such cargo.

2. OFFENSIVE FREIGHT - Hazardous or offensive freight, which, by its nature, is likely to damage freight or the Terminal or cause injury or discomfort to persons is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of the cargo owner.

3. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO - The Port Authority may move or remove Cargo from the Terminal to safeguard life and property, for the convenience of the Port Authority, or if freight remaining on wharf or wharf premises remains after expiration of free time. Freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, vessel operator, or carrier as responsibility may appear.

4. ACCESS TO CARGO RECORDS - The vessel operator will be required to allow the Port Authority to have access to the manifest of cargo, loading list, or other transportation documents at the earliest time that such documents are available and no later than 48 hours prior to the time that cargo and/or passengers are to be loaded to or discharged from a vessel. Such documents must be provided for the purpose of supervising the proper use of the Terminal and obtaining the data necessary to permit the correct determination of charges. Any such information shall not be disclosed to any person other than a member of the Port Commission or Tulsa Ports staff carrying out official duties, unless a formal request is received under the Freedom of Information Act and a legal determination is made which requires the release of this information.

5. STORAGE LOCATION - Tulsa Ports reserves the right at its option to require the cargo owner to store in a public warehouse, or to move to another location on the Terminal at the entire risk and expense of the cargo owner, all cargo which is not removed at the expiration of the prescribed free time. Tulsa Ports may place a lien on such cargo for all charges due.

6. ABANDONED CARGO OR EQUIPMENT - If cargo (such as damaged or unsaleable cargo) or equipment is abandoned and left upon the Terminal, the cargo owner will be responsible for removal of such cargo at its own expense and for reimbursement to Tulsa Ports if any wharfage, demurrage, or other charges have accumulated. The Port

Authority may, at its discretion, require a delay in departure of the vessel until such cargo or equipment has been removed, and all accrued charges have been paid in full. Cargo or equipment abandoned on the Terminal may be disposed of in a manner determined by the Port Authority including disposal or sale of the cargo or equipment as appropriate.

7. HAZARDOUS CARGO - Notice shall be given to the Port Authority of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of Docks. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

8. EXPLOSIVES AND DANGEROUS OR OBNOXIOUS CARGOES - No gunpowder, explosives or other dangerous or obnoxious cargoes listed in USDOT Hazard Classification System Classes 1 through 9 inclusive shall be discharged or loaded upon the Terminal except by written permission of the Port Authority. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.

9. EXPLOSIVES OR VOLATILE CARGO PERMIT – the following shall apply:

- a. The acceptance, handling, or storage of explosives, highly flammable, corrosive, highly volatile material shall be subject to special arrangements with and permission of the Port Authority and governed by rules and regulations of Federal, State, local authorities, and the Rules and Regulations of Tulsa Ports.
- b. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes through the Terminal shall be made to the Port Authority. Such application shall, at a minimum, include the following information:
  1. Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency;
  2. Description of the cargo, including DOT Hazard Classification System Class 1 through 9 designation;
  3. Amount of cargo, including the number and weight of packages or containers;
  4. Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency;

5. Copies of all relevant DOT shipping documents specifying the shipping name of the cargo, hazard class or division thereof, packing group, and emergency response requirements; and
  6. Copies of relevant documentation for cargoes comprised of firearms, firearms components, and/or military equipment, including required End-User Certificates, along with relevant shipping and clearance documents.
- c. All explosives or other dangerous or obnoxious cargoes, if permitted to be loaded or unloaded at the Terminal, shall be clearly labeled in accordance with all applicable Federal, State, and Municipal laws and regulations governing the transportation, storage, and handling of hazardous cargoes.
  - d. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the State of Oklahoma, the City of Tulsa, and other proper and competent authorities.
  - e. If handling is permitted, cargo of class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids, or poisons, for loading to or discharging from a vessel, shall not be allowed on the Terminal until it can be loaded aboard a vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel. The Port Authority shall be notified as far in advance as possible of the date and time of receiving such cargo, in order that a suitable location may be designated for a temporary place of rest for such cargo pending loading and removal from the Terminal. Such notification shall include any special provisions for cargo handling and security, the cost of which shall be the responsibility of the vessel or owner. Inbound, such cargo shall be removed from the Terminal forthwith on the day it is discharged.
  - f. The Port Authority may require the vessel operator and/or cargo owner to employ special watchmen or security at their expense, to watch over any dangerous cargo on the Terminal when in the judgment of the Port Authority such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the cargo has been removed from the Terminal.
  - g. In the event of spillage, breakage, release, fire, or other emergency event, the Vessel Operator and/or Cargo Owner of the dangerous cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use.

10. OWNERS RISK - Glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for breakage, leakage, or chafing. Freight subject to damage due to extremes of temperature will be accepted only at Cargo Owner's risk. Freight in open storage on wharf platforms or ground is at Cargo Owner's risk for loss or damage. Timber and logs or lumber rafts, and all watercraft, if and when permitted by the Port

Authority to be moored in slips at fleeting areas, moorage dolphins, at wharf, or alongside vessels, are at Cargo Owner's and/or Vessel Operator's risk for loss or damage.

11. LIVESTOCK - The acceptance and handling of livestock shall be subject to special arrangements with the Port Authority, and governed by rules and regulations of Federal, State, and local authorities.

12. OVERWEIGHT CARGO - Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

### C. RIGHTS OF THE TERMINAL

1. RIGHT TO BOARD VESSEL AND INSPECT - The Port Authority may enter upon and inspect any vessel at the Terminal in order to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons shall hinder, molest, or refuse entrance upon such vessel for the stated purposes above.

2. MANIFESTS REQUIRED OF VESSELS – Vessel Operators, shippers, operators, or their agents are required to furnish the Port Authority with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the Docks or Terminal facilities. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

### D. ENVIRONMENTAL

1. COMPLIANCE - All users, cargo owners, vessel operators, and persons entering the Port shall comply with all environmental regulations of the Federal government, State of Oklahoma, the Oklahoma Department of Environmental Quality, the City of Tulsa, and Tulsa Ports.

2. RUBBISH - No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse, or other materials placed temporarily on the Terminal must, upon demand, be removed from the Terminal by the person or persons placing it there. The Port Authority reserves the right to remove or cause to be removed rubbish at the expense of the party responsible. Rubbish may only be removed from the Terminal by contractors licensed by the Port Authority.

3. DISCHARGE OF LIQUIDS - Vessels may not discharge fluids overboard including black water, graywater, or other liquids while at the Terminal. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

4. STACK EMISSIONS - Vessels may not produce visible or noxious stack emissions at any time while alongside the Terminal.

5. DUNNAGE –

- a. All dunnage entering the Terminal utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent.
- b. If Dunnage material, packaging material, wires, bands, or refuse of any kind have accumulated on the Terminal during cargo storage, loading or unloading, the vessel operator will be held responsible for the prompt removal of such material immediately at the completion of loading, unloading, or handling operations, and such removal is to be at vessel operator's expense. If such requirement is not promptly complied with, the Port Authority will immediately remove, or cause to be removed, such material, and the expense incurred will be charged to the vessel operator or shipper.

6. HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Port Authority.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and Tulsa Ports laws and regulations in the disposition of hazardous waste materials.
- d. Said disposition shall be in such a manner that Tulsa Ports shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials.

E. LIABILITY AND INSURANCE

1. LIABILITY - Tulsa Ports, its officers, agents, or employees shall not be held responsible for loss or damage by whomever causes loss or damage to vessels, persons, or cargo or to any other property in or upon, or moving or being moved over, in, through, or under any Pier, wharf or other structure or property owned, controlled, or operated by Tulsa Ports, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice, and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the

extinguishing thereof; dampness; rain, floods, freezing, frost, or other action of the elements or acts of God; collapse of walls, Piers, or other structures; breakdown of plant, machinery, or equipment; damaged cargo containers or packaging; floats, logs, or pilings required to breast vessels away from wharves; sabotage, insurrection, revolution, or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of cargo.

2. RESPONSIBILITY FOR SAFETY, SECURITY – Vessel operators shall be solely responsible for the safety and security of cargo, personnel, crew, and passengers loaded or unloaded, embarked, or disembarked at the Terminal.

- a. Vessel operators shall make proper provision, in consultation with the Port Authority, for safety and security.
- b. Tenants leasing warehouse storage space or other facilities at the Port shall be solely responsible for the condition, safety, and security of stored goods and personnel providing services within their respective leased space.
- c. Users agree to cooperate with the Port Authority and enforce all applicable rules and regulations of Tulsa Ports as contained in this Operational Circular, or supplemental rules, regulations, or agreements, with respect to its agents, employees, contractors, guests, and invitees.

3. INSURANCE FOR SERVICES - The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Port Authority. Tulsa Ports shall be under no obligation to provide insurance of any type for any vessel, cargo, or liability arising out of use of the Terminal.

4. INSURANCE - The Port Authority reserves the right to request specific insurance and may request certificates for users to confirm they have required levels to cover operations. The Port Authority shall furnish the user the requirements for insurance and minimum levels required. Tulsa Ports can specify additional insurance for operations or users or may require to be named co-insured on policies. Requirements for users as applicable may include but are not limited to:

- a. Workers' Compensation, including Social Security, Unemployment, and Longshore and Harbor Workers endorsements, required under all applicable Federal and State statutes and municipal ordinances for all the user's employees performing its work, in amounts established by the state of federal law, and Employer's Liability Insurance in the amount of not less than \$1 Million (\$1,000,000.00);
- b. Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody, and control) against all claims for bodily injury, death, or property damage occurring on, in, or about any vessels being loaded or discharged by a

party, or the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 Million (\$5,000,000.00) for each occurrence;

- c. Stevedore and Terminal Operators Liability;
- d. Property Damage Insurance;
- e. Commercial Automobile Liability;
- f. Excess Public Liability and Property Damage Liability;
- g. Protection, Indemnity and Hull Insurance with Wreck Removal rider;
- h. Marine Pollution Insurance;
- i. Cargo insurance;
- j. Warehousing Legal Liability; and
- k. Hold Harmless
- l. Indemnification
- m. Other such insurance coverage as deemed appropriate by the Port Authority.

5. FORCE MAJEURE - In the case of occurrence of unusual circumstances, without any fault of Tulsa Ports, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, Tulsa Ports shall not be held liable for any impacts on users, vessels, persons, or cargo.

#### F. MISCELLANEOUS

1. VERIFIED GROSS MASS REQUIREMENTS - Tulsa Ports does not provide scale and weighing services for container, truck, or cargo weight information. However, such services may be available at the port through a third party. All users must comply with verified gross mass requirements as applicable.

2. CAPABILITIES - The Port Authority reserves the right to refuse to permit the handling of cargo that exceeds the maximum allowable weights on the Terminal or any Portion thereof, or is, in the determination of the Port Authority, outside of the safe operating parameters of the Terminal.

3. PIER LOADING PERMIT - A Pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the Terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

4. STEVEDORING SERVICES - The services of handling, loading and unloading, and other services not specified herein, shall be provided only by stevedores as licensed by the Port Authority for provision of those services. Handling, loading, and unloading rates are furnished upon request by the service provider.



5. MOVEMENT OF CARGO AND PERSONNEL - Temporary storage, loading, and unloading of cargo at the Terminal shall be accomplished within the free time specified in this Operational Circular unless written arrangements for additional time are made with the Port Authority. In addition:

- a. Embarking and disembarking of personnel shall be accomplished within the time specified in prior written arrangements made with the Port Authority. Vessel operators shall be responsible for the safety and security of personnel crossing the Pier, with pedestrian routes to be clearly designated and marked at the expense of vessels.
- b. Vessel operators and/or cargo owners are solely responsible for making any necessary arrangements for required inspections of cargo by the U.S. Customs Service, and for bonded storage or other clearances when required. The Port Authority shall be informed of arrangements made for U.S. Customs inspection and/or bonded storage and of any requirements for cargo, personnel and equipment movements at the Terminal for such purpose.
- c. The Port Authority may bar passengers or visitors from the Terminal for the purposes of safety or security as deemed necessary by the Port Authority.

6. AVAILABILITY OF CARGO FOR DELIVERY - The Vessel operator shall be responsible for making inward or outward bound cargo on the Terminal available for delivery to consignees or the vessel. The Vessel operator shall notify the Port Authority of such arrangements for delivery of cargo to consignees, including the estimated number of trucks and the relative timing of cargo pickup/delivery by truck.

7. SMOKING - No smoking shall be allowed on Port property except in approved areas or locations specifically designated by the Port Authority for that purpose. Persons violating this rule may be barred, at the discretion of the Port Authority, from further use of the Port or any portion thereof, and, in addition, shall be subject to prosecution under the applicable Federal, State, and Municipal laws.

8. HOT WORK – There is no burning or welding on the Pier or on vessels alongside of the Pier unless written permission of the Port Authority is granted, a plan is submitted to and approved by the Port Authority, and the following conditions are met:

- a. The user wishing to perform the hot work complies with all federal, state, and municipal laws, ordinances, and regulations governing the performance of hot work, including those set forth in 33 CFR 126;
- b. The user wishing to perform the hot work notifies the Port Authority, of where the user wishes to perform the work, the distance of that area from any dangerous cargoes, and the work plan the user has generated;

- c. All flammable vapors, liquids, and/or solids have been completely removed from any container, pipe, or transfer pipe to be worked on;
- d. Any tanks to be worked on that are typically used for the storage of flammable or combustible substances are tested and certified gas-free;
- e. No gas-freeing operations, related to bulk cargo operations involving flammable or combustible materials, are occurring within 100 feet (30.5 meters) of the planned work area;
- f. No fueling is occurring within 100 feet (30.5 meters) of the planned work area;
- g. No hazardous materials are within 50 feet (15.25 meters) of the planned work area;
- h. Any hot work on the boundary of a compartment (e.g. a bulkhead, wall, or deck) has a fire watch stationed in the adjoining compartment (in addition to fire watch(es) required by NFPA 51B);
- i. Personnel on fire watch have no other duties other than to watch for the presence of fire and prevent the development of hazardous conditions;
- j. All safety precautions in relation to purging, inserting, and/or venting related to hot work on containers are followed; and
- k. Should a fire or other hazard occur, all cutting, welding, or other hot work operations and equipment are shut down immediately.

9. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within Terminal facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Authority of such arrangements.

10. REQUIRED STORAGE CLEARANCES - When storing cargo on the Terminal, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. At least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.

- c. When other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.
- d. A main aisle of at least twenty (20) feet in width shall be maintained on Port property to allow fire trucks or other emergency vehicles to have access throughout all Port property.
- e. Free and unobstructed operation of all automatic operating fire gates.
- f. Free, unobstructed, and direct access to all buildings and fire hydrants by the Fire Department.
- g. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet.
- h. No cargo shall be placed or stacked on any Portion of the facility including warehouses, not approved by the Port Authority, nor will persons be allowed pedestrian access to any restricted areas of the Terminal.

11. LIMITING WEIGHTS - Cargo must be stored or stacked so as not to exceed property weight limits as posted. In general, cargo shall be stacked or piled on the Pier or Terminal so as to produce a uniform loading.

12. COMPLIANCE FOR STORAGE - Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal, and to comply with the regulations of the United States Coast Guard, US EPA, State of Oklahoma and all cognizant regulatory agencies.

13. OPERATING AREA AS AUTHORIZED – All users shall confine their operations to the area designated by the Port Authority, or by the terms of relevant leases. Users involved in work for a vessel or tenant may not enter or encroach upon areas designated by the Port Authority for use by other users.

14. BARGE CLEANING - Barges required to be cleaned shall be done so at the expense of the vessel owner or representative. All other charges apply, including dockage and fleeting charges.

15. HANDLING OF LOOSE MATERIAL – Any vessels, operators, or users handling loose, granular material shall control all dust generated by such handling so that Port property and other tenants are not impacted. Users shall meet all prevailing safety requirements and will mitigate all potential fire, explosive, or health hazards arising from the handling of loose material.

16. SERVICE VEHICLES - Service vehicles shall only be permitted on port property when such operations are licensed by the Port Authority and may only operate in designated areas. All such services are responsible for the disposal of trash, liquids, and other materials by personnel or customers. Tulsa Ports has the authority to cancel any licensed service when not in compliance with these regulations or license provisions.

17. UNMANNED AERIAL SYSTEM POLICY - In response to the growing interest in using unmanned aerial systems (UAS) for marketing and surveying purposes, the Port Authority has created a policy that industries must follow to fly within Port boundaries. This policy includes the following:

- a. Only multicopter drones are permissible inside the Port, fixed wing and homemade drones are strictly prohibited unless otherwise permitted by the Port Authority.
- b. The Operator must possess a Part 107 Commercial Drone License for commercial purposes to be made available for inspection by the Port Authority.
- c. The Operator must notify the Port Authority two days in advance of the planned flight and submit a flight plan for approval.
- d. The Operator is not permitted to fly over any facilities without prior written permission.
- e. The Operator is not permitted to fly over people.
- f. The Operator is not permitted to fly near emergency response efforts unless allowed by the emergency responders.
- g. The Operator shall keep the UAV below 400FT and always remain within sight of the Operator.
- h. Failure to comply will result in an escort off Port property.

## Section IV. RAILROAD OPERATION POLICES

### A. HOURS OF OPERATION

1. OPERATING HOURS - Normal railcar switching hours for the Port's Railroad Operator are between 7:00 a.m. and 3:30 p.m. CST, Monday through Friday. Switching of rail cars is available outside of normal working hours and is done by special arrangement between the Port Industry and the Port's Railroad Operator.

2. CURRENT RAIL OPERATOR - **Port of Catoosa Industrial Railroad**

635 Verdigris Parkway Catoosa, OK 74015

Telephone: 918-497-0893

Email: [PCIR@omnitrax.com](mailto:PCIR@omnitrax.com)



## B. NORMAL DAILY OPERATING PLAN

JOB	ON-DUTY	DEPART	SUN	MON	TUE	WED	THR	FRI	SAT	CREW	POWER	ID
PCR101	7:00	7:30	OFF	X	X	X	X	X	OFF	1E, 1C	SW1500	OMLX 153
											SW1200	OMLX 123
											SW1200	OMLX 124
<b>All customer's and interchange serviced Monday through Friday based on switch request's and IC service.</b>												
Customer Name	Switch Window	Sun	Mon	Tues	Wed	Thurs	Fri	Sat				
BRESOU	0730-1200		X	X	X	X	X					
BLUKNI	0730-1200		X	X	X	X	X					
NUSTAR	0730-1200		X	X	X	X	X					
SAFKLE	0730-1200		X	X	X	X	X					
WESFEE	0730-1200		X	X	X	X	X					
VITGRA-EAST (6VITGRA1)	0730-1200		X	X	X	X	X					
HOLENE	0730-1200		X	X	X	X	X					
MACRO	0730-1200		X	X	X	X	X					
WATTRA	0730-1200		X	X	X	X	X					
VITGRA-WEST (6VITGRA2)	1200-1500		X	X	X	X	X					
STEBIR	1200-1500		X	X	X	X	X					
AGRNUT	1200-1500		X	X	X	X	X					
KLOBIR	1200-1500		X	X	X	X	X					
NORIRO	1200-1500		X	X	X	X	X					
KLOSKI	1200-1500		X	X	X	X	X					
STEFOR	1200-1500		X	X	X	X	X					
ADVSKI	1200-1500		X	X	X	X	X					
TRACON	0730-1500		X	X	X	X	X					
HUGLUM	0730-1500		X	X	X	X	X					
MATSER	0730-1500		X	X	X	X	X					
Intechange-SKOL	1500		X	X	X	X	X					
Intechange-BNSF	1500		X	X	X	X	X					

### C. DESIGNATED AGENT

1. COMMUNICATIONS - Port Industries using railroad services shall designate one employee and an alternate as that company's Railroad Agent for purposes of communicating with the Port's Railroad Operator.

2. RELEASING RAILCARS - Industries are responsible for releasing their railcars directly to the appropriate railroad and will provide confirmation of release to the Port's railroad operator via email at [cscus@omnitrax.com](mailto:cscus@omnitrax.com), [pcir@omnitrax.com](mailto:pcir@omnitrax.com), and by using PCIR Rail Connect (Wabtec). The Port's rail operator will NOT accept any other means of communication to release rail cars. Additionally, all railcars on an industry's rail spur must be released before switching will occur. If all cars are not released on the rail spur, an industry will be subject to extra switching charges to remove cars.

### D. ORDERING OF RAILCAR MOVEMENT

1. ORDERING INSTRUCTIONS – The instructions for railcar movement within the Port is as follows:

- a. Port Industries are to coordinate with the mainline railroads for shipping or receiving railcars. The mainline railroads arrange with the Port's Railroad Operator to make the movement and any special instructions. **Port Industries are only guaranteed one switch a day, Monday through Friday, unless otherwise arranged with the railroad operator but is not guaranteed.**
- b. The Port's Railroad Operator will not deliver or pick up any railcar without confirmation of release to the Port's railroad operator via email at [cscus@omnitrax.com](mailto:cscus@omnitrax.com), [pcir@omnitrax.com](mailto:pcir@omnitrax.com), and by using PCIR Rail Connect (Wabtec).
- c. Any switching or movement of the car while in the Port will be handled between the Port Industry's Designated Agent and the Port's Railroad Operator. Industry's request for the movement of a railcar by the Port's Railroad Operator must be in writing via email at [cscus@omnitrax.com](mailto:cscus@omnitrax.com) & [pcir@omnitrax.com](mailto:pcir@omnitrax.com) before 07:00 a.m. during normal working hours. Any switching requests made after 07:00 a.m. will be scheduled for the next working day unless otherwise arranged.
- d. Rail Switching service performed after normal operating hours can be requested and scheduled within Twenty-four (24) hours' notice. Applicable charges will apply.

2. MOVEMENT TO MAINLINE RAILROADS FROM INDUSTRY (OUTBOUND RAILCARS) – All cars must be released prior to 7:00 a.m. to include intra-plant switching with proper documentation before Port's Railroad Operator provides service. The Port's Railroad Operator will provide service within normal working hours. Intra-plant or extra switching fees apply to non-standard service.

3. MOVEMENT FROM MAINLINE RAILROAD TO INDUSTRY (INBOUND CARS) – All rail cars must be delivered to the Port by the mainline railroad before the Port's Railroad Operator can perform switching operations by 7:00 a.m. that day. The Port's Railroad Operator will make the move within normal working hours. If more cars arrive from the mainline railroad than the capacity of the Port Industry's spur track, the cars will be placed in storage at a location chosen by the Port Railroad Operator. When the Port Industry requests delivery of the stored railcars, a switching charge will be assessed to the requesting industry. For example, if 16 cars arrive from mainline railroad to be delivered to an industry that has spur track capacity for 10 cars, 6 cars will be placed in storage for later switching.

4. SWITCHING OF CARS CONTAINING HAZARDOUS MATERIAL – The Port's Railroad Operator must have shipping papers that meet FRA requirements in their possession and cars shall be properly placarded prior to any switching. This applies to both loaded and empty cars, whether inbound to or outbound from the Port.

5. REJECTION/REFUSAL OF RAILCARS – The Port's Railroad Operator may setback, reject, and/or refuse railcars not meeting shipping requirements. Examples includes but not limited to billing errors, interchange issues, incorrect internal billing compared to the railroad bill of lading, cars not properly released to the carrier, incorrect co-signee, excessive debris in the rail car, and/or damage to the car. Applicable charges will apply.

#### E. PREPARING RAILCARS FOR MOVEMENT

1. PREPARING RAILCARS – The instructions for railcar movement readiness within the Port is as follows:

- a. All hatches, valves, covers, doors, industry gates, rail chinks, blue flags, and industry owned derails must be removed or secured for every railcar on the rail spur before the Port's Railroad Operator will provide service.
- b. All trash and/or residue from rail cars must be adequately controlled and disposed of properly. Tank and hopper cars residue must not be allowed to foul the ballast. Blocking and dunnage materials are to be removed from the track



area and not be allowed to impair the safety of train employees and the movement of railcars.

- c. Cars brought to the Port by the mainline railroads are to be checked by the Port's Railroad Operator to ensure that hatches and valves are closed before moving the car to the industry.
- d. Prior to railroad providing service at industry rail spurs, customer-controlled gate(s) must be opened and secured, blue flags, chocks, hoses, removed, safety racks in the up and locked position with derails in the non-derailing position.
- e. All railcars released by industries must have necessary handbrakes applied, prior to the Port's railroad operator accepting.
- f. Additionally, safety and service requirements for service can be referenced in the Customer Safety Handbook by the Port's railroad operation and can be obtained on request or online at [www.tulsaports.com](http://www.tulsaports.com)

## F. MAINTENANCE OF INDUSTRY SPURS

1. INDUSTRY SPUR MAINTENANCE – The instructions for industry spur maintenance within the Port is as follows:

- a. Port Industries must maintain their industry tracks in good operating condition according to all FRA requirements and are responsible for the full inspection and maintenance of their spur tracks and turnouts. This includes all material that constitutes a turnout (ties, rail, frog, switch, switch stand, etc.) and includes alignment, gauging and the periodic oiling of all moving parts of the switches. A Certified Railroad Inspector will be required to complete the industry inspection with properly documented reports. The FRA requires that all noted deficiencies must be repaired within 30 days and proof of repair is provided to the rail operator. If repairs aren't made within 30 days, rail service **will be shut down** until proof of repairs has been provided.
- b. Switches onto the Port's tracks are to be operated only by the Port's Railroad Operator, and no cars are to be moved onto the Port's tracks by industry.

## G. RAILCAR STORAGE

1. RAILCAR STORAGE POLICY – The following policies are applied for railcar storage on Port property:

- a. The Port's Railroad Operator maintains a record of the location of each railcar in the Port. Industries can obtain the location of a car by emailing the Railroad Operator's customer service center at the email outlined in Section IV. C. 1. c.
- b. The Port's Railroad Operator has the right to use Industry spur tracks for the storage of rail cars provided that such storage does not interfere with the industry's use of the track.
- c. The Port Authority may allow the temporary storage or parking of railcars on Port - owned tracks when an Industry's tracks will not accommodate their needs. However, to prevent the Port's tracks from becoming congested causing unnecessary delays to other Port Industries and the Port's Railroad Operator, a limit is set for each Industry. If these limits, as set forth in Table 1 to follow, are exceeded, the Port Authority will bill the respective industry a railcar storage fee per car per day as outlined in Section V. The number of cars on the Port at 7 a.m. each day will be used for determining daily car count Monday through Friday
- d. Railcar storage charges will be calculated and billed monthly.
- e. Spur Operating Capacity is defined as the total number of rail cars that can be worked on a customer's rail spur without the attendance of an engine. (e.g. the rail spur may physically be able to hold eight rail cars, but the industry may only physically be able to work five without the switch engine moving the additional three cars. Therefore, the working capacity is five and not eight.)
- f. The Industry Railcar Storage/Spur Capacity Table is to provide maximum railcars allowed before storage charges are assessed to the specific industry. These railcar amounts are not the total amount of railcars the Port can store at any given time. The table does not have the railcar capacity for inactive rail users.

.H. INDUSTRY RAILCAR SPUR CAPACITY TABLE

<b>INDUSTRY (As of 07/01/2023)</b>	<b>SPUR OPERATING CAPACITY</b>	<b>MAXIMUM CARS ALLOWED</b>
Advanced Research Chemicals	1	3
Agri-Nutrients, Inc	1	3
Brenntag Southwest, Inc.	9	14
Ergon	12	18
Holly Energy Partners	10	15
Hughes Lumber Company	2	3
Kloeckner Metals – Bird Creek	3	5
Kloeckner Metals - Skiatook	5	8
Lyseon NA, Inc.	17	26
MacroSource - East	26	39
MacroSource - West	34	51
Matrix Service, Inc.	6	9
Norfolk Iron & Metals	4	6
NuStar Energy, LP	22	33
Safety Kleen Systems, Inc.	9	14
Steel & Pipe Supply Co. Inc. - Bird Creek	6	9
Steel & Pipe Supply Co. Inc. - Ft. Gibson	7	11
Transcontinental Packaging	3	5
Viterra USA Grain, LLC. - East	52	78
Viterra USA Grain, LLC. - West	23	35
WATCO	20	30
Westway Feed Products LLC	12	18
	<i>Spur Operating Capacity</i>	<i>1 ½ Times Spur Capacity</i>

## **Section V. TOWBOAT OPERATIONAL POLICIES**

### **A. HOURS OF OPERATION**

1. SWITCHING HOURS - Normal towboat switching hours for the Port's Towboat Operator are between 6:00 a.m. and 6:00 p.m. CST, Monday through Friday. Afterhours towboat switching hours for the Port's Towboat Operator are between 6:00 p.m. and 6:00 a.m. CST, Monday through Friday. Weekend towboat switching hours for the Port's Towboat Operator are arranged by calling the towboat pilot on call **one hour** before service is needed. The pilot-on-call information is provided each weekday morning in the daily traffic email.

2. OFFICE HOURS - Normal office hours for the Port's Towboat Operator are between 8:00 a.m. and 4:30 p.m. CST, Monday through Friday.

3. CURRENT TOWBOAT OPERATOR – **Viterra USA Grain, LLC.**

5410 East Channel Road

Catoosa, OK 74015

Telephone: 918-266-8777

Email: [gregory.stuart@viterra.com](mailto:gregory.stuart@viterra.com)

### **B. DESIGNATED AGENTS**

1. COMMUNICATIONS - Port Industries using towboat services shall designate one employee and an alternate as that company's Towboat Agent for purposes of communicating with the Port's Towboat Operator.

2. TOWBOAT SERVICE REQUESTS - Industries are responsible for communicating all towboat related services by contacting the towboat operator via email at [gregory.stuart@viterra.com](mailto:gregory.stuart@viterra.com) and copying [accountsreceivable@tulsaports.com](mailto:accountsreceivable@tulsaports.com).

3. TOWBOAT OPERATOR CONTACT INFORMATION – The following are the contact information for requesting towboat services:

**(As of 7/1/2023)**

Main Office: 918-266-8777

Facility Manager: Jay Boucher 918-256-7037

Dispatch: Laura Fugate, Greg Stuart

Accounting: April Myers, Greg Stuart

Harbor Captain: Greg Stuart 918-348-9953

Pilot: John Baker 918-625-4532

Pilot: Jerry McMillen 918-991-2722

Steersman: Wesley Westerheidy 918-402-0512

**C. TOWBOAT AND BARGE SERVICES**

1. FLEETING - The instructions for fleeting within the Port is as follows:

- a. Fleeting time starts when the barge arrives in the Ports' channel and ends when the barge departs the channel.
- b. Each barge will be inspected upon arrival, movement within the channel, or by request for water in the wing tanks and if any tank is found with 6" or more of water, the water will be pumped out for a charge. The appropriate party will be notified by email.

2. DOCK SWITCHING – The instructions for dock switching within the Port is as follows:

- a. Switching Docks will generally be handled in the order they are received by the Towboat operator.
- b. All released barges to the Towboat operator must be secured with no persons or equipment on the barge (Exceptions will be allowed if previous arrangements are made).
- c. All barges moving to the respective Dock will be secured with a minimum of two lines.
- d. All incoming barges and vessels must give 48-hour notice to the Towboat operator to the respective dock.

3. BARGE SWITCHING – The instructions for dock switching within the Port is as follows:

- a. Switching the barges from and/or to the line haul operator will be charged to the barge owner. This charge includes the initial movement of the barges to the corresponding industry dock and back to the line haul operator.
- b. All Port Industries will be charged for each interim movement of barges to and from the fleet as required.
- c. If any barges require a survey and/or inspector, a fee will be associated for the transportation to and from the barge.
- d. All services provided for switching, inspecting, and/or surveying the barges will be assessed a fuel surcharge. Fuel Surcharge (F.S.) is determined by the average cost of highway diesel for the previous month. The base for the F.S. will be \$1.60 per gal. For every \$0.03 over the base rate 1% will be added to the current charge. F.S. will be effective at the beginning of each month.

#### D. VESSEL MOORING

1. BERTHED - Vessels berthing at the Terminal must:

- a. Be properly managed at all times.
- b. Have available sufficient personnel and equipment to move the vessel in case of emergency during operations and/or in response to weather induced changes in the channel elevation.
- c. Meet international and Federal Security regulations and other rules including properly licensed and documented personnel.

2. APPROACH AND DEPARTURE FROM BERTHS - Vessels approaching or departing berths when passing in and out of Federal and State channels, over submerged lands outside of the immediate Terminal berths, do so at their own risk and shall not hold the Port, Tulsa Ports, or the Terminal responsible for any vessel damage or casualty during such transit.

3. BERTHING – The Port Authority reserves the right to manage berth schedules and the assignment of berthing to fleeting operators and towboat operators. Regular reporting of vessel movements, berths, and repositioning shall be provided by Users to the Port Authority.

4. NON-INTERFERENCE - All vessels are responsible for ensuring that personnel providing Docking assistance or loading, unloading, or handling services do not interfere in any way with the rights of other Terminal users or tenants to free access or use of

their pertinent leased or designated areas of the Terminal, and that such personnel exit the Terminal upon completion of the relevant services.

5. OPERATIONAL SPACE - No personnel providing Docking assistance or loading, unloading, or handling services shall be allowed to enter into or infringe upon any space upon the Pier other than that required for Docking and cargo/passenger loading and unloading, and designated by the Port Authority for such purposes. All vessel Docking, loading and unloading, embarkation and disembarkation, and departure operations shall be conducted by the vessel in a manner that will not interfere with the operation of other users, including the movement of trucks, personnel, equipment, to or from any other part of the Terminal.

6. RIGHT OF TERMINAL TO MOVE VESSELS – The following shall apply:

- a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Port Authority may order a vessel or its associated barges to depart the Terminal or to move to such other place as directed at the expense of the Vessel Operator.
- b. The Port Authority reserves the right to have a vessel moved or removed at the expense of the vessel operator when the order to comply is not acted upon.
- c. If any damage occurs to the Pier or other property as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to the vessel operator.
- d. The Port Authority may order a vessel to move, to such a place as directed, at the vessel operator's expense when, in the opinion of the Port Authority:
  1. It is necessary for the proper operation of the facility.
  2. There is an emergency.
  3. Terminal congestion may be ameliorated by such a move.
  4. A vessel is offensive or hazardous.
  5. A vessel contains hazardous cargo or cargo that is able to damage other vessels, cargo, or Port facilities; or
  6. The vessel's berthing conflicts with another vessel who had previous arrangements.
  7. Weather conditions causing the water elevation of the channel to change.

## 7. RULES FOR MOORED VESSELS

- a. In the event of severe weather, the Port Authority reserves the right to order one or more tugs or towboats if, in his/her opinion, the use of tugs or towboats is appropriate. In such case, the vessel operator shall be responsible for the cost of tugs or towboats.
- b. Vessel personnel shall monitor, at all times, weather conditions and traffic to ensure there is no risk to the vessel while moored at the Terminal. The Port Authority reserves the right to shut down operations between the vessel and the Terminal if, in his/her opinion, a danger to personnel or property exists.
- c. Any user wishing to conduct equipment or vessel maintenance must notify, and receive permission from, the Port Authority. Permits are required for hot work.
- d. The discharge of untreated sewage, graywater, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of the Port is prohibited.
- e. Visible and noxious stack emissions by vessels while moored at the Terminal is prohibited.
- f. The discharge of trash into the waters of the Port or onto any of the property of Tulsa Ports is prohibited. Trash removal must be contracted to a licensed vendor approved by the Port Authority.
- g. The vessel operator shall take all precautions to ensure that any liquid waste discharged into tank trucks ashore is done in such a manner to conform with US non-pollution requirements and in a manner to prevent spills into the waters of the Port or on Terminal property. Only licensed vendors may be used for such waste discharge. Any spills must be reported to the Terminal immediately and, if in the waters of the Port, to the US Coast Guard.
- h. Gangways between vessel and shore, if required and approved, shall be properly secured, and always tended. Where appropriate, safety nets may be required by the Port Authority.
- i. During operations, all dock areas and vessels moored alongside the Pier shall be properly lit at all times of dusk, darkness, and limited visibility.



8. COMMUNICATIONS ALONGSIDE – Vessel owners, agents, and/or operators for any vessels berthed, fleeted, or moored at the Terminal must be always reachable by phone or radio. The means and contact information must be provided to the Port Authority upon docking.
9. EMERGENCY COMMUNICATIONS - In case of emergency, including fire, explosion, or similar incident, and in case of injury, the vessel operator shall call 911 and then notify the Port Authority.

## **Section VI. RATES, CHARGES, TERMS AND CONDITIONS**

### **A. PAYMENT OF CHARGES**

1. **APPLICABILITY** - **All Users of the Port assets shall be subject to the following fees, terms, and conditions as published in this Operational Circular unless specifically noted in other contractual documents.**

2. **PAYMENT DUE** - All payments are normally due and payable upon presentation of an invoice.

3. **DELINQUENCY** - If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.

4. **FINANCE CHARGE** - Invoices not paid within thirty (30) days are subject to a finance charge of 10% of outstanding balance per month.

5. **PAYMENT APPLICATION** - The Port Authority may apply any payment received against the oldest outstanding invoices.

6. **RESPONSIBILITY FOR PAYMENT** - The vessel operator, shipper, operator, tenant, agent, or assigns agrees to guarantee and pay all charges which are assessed against the vessel or cargo in accordance with the terms and conditions specified in this Operational Circular. Agents or representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Operational Circular.

7. **PREPAYMENT OF CHARGES** - The Port Authority may, at its discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:

- a. If written guarantee for payment of charges is not provided;
- b. Where a party does not have approved credit;
- c. If the parties representing a vessel have habitually been delinquent in payment of charges due; or

d. If the vessel operator or cargo owner is unknown to the Port Authority and, in the opinion of the Port Authority, prepayment is warranted.

8. COLLECTIONS - Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

9. WITHHOLDING OF CARGO - The Port Authority reserves the right to withhold delivery of any cargo until all accrued charges have been paid in full.

10. RIGHTS AGAINST VESSEL FOR NON-PAYMENT - The Port Authority reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due the Terminal.

11. DENIAL OF USE - The Port Authority reserves the right to deny anyone the use of any Port assets until all past due accounts are paid.

12. DISPOSITION OF CARGO – The Port Authority may refuse delivery or loading of cargo or passengers until all past charges have been paid.

13. ALTERNATIVE ARRANGEMENTS - The vessel operator or cargo owner may request alternative arrangements for use of the Terminal and any attendant charges or payment terms prior to the arrival of a vessel or handling of cargo to the satisfaction of the Port Authority. The Port Authority is under no obligation to grant any requested alternative arrangements and may do so at their sole discretion.

14. CURRENCY - All amounts are in United States Dollars (USD).

## B. RATES, CHARGES AND FEES

1. RIGHT TO ADJUST RATES – Tulsa Ports, at its discretion, reserves the right to adjust rates on an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and users.

### 2. DOCKAGE

- a. Applicability - Dockage will be assessed against motorized vessels, its owners, agents, or operators on the basis of the period the vessel remains at the berth, with fees depending on its type (as stipulated below). Dockage will be assessed against motorized vessels, its owners, agents or operators at the rates shown below apply to a twenty-four-hour period including Saturdays, Sundays, and holidays. If a vessel is subject to a dockage charge during a 24-hour period, it will not be subject to a fleeting charge during that same period.

b. Charges - Per Diem Dockage charges are as follows:

Motorized Vessel	\$100 per diem
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### 3. FLEETING

a. Applicability – A fleeting charge shall be assessed on all vessels utilizing the waters adjacent to Port property for storage. Fleeting charges are in addition to all other charges described in this section. Fleeting will be assessed against the vessel, its owners, agents or operators at the rates shown below apply to a twenty-four-hour period including Saturdays, Sundays, and holidays. If a vessel is subject to a fleeting charge during a 24-hour period, it will not be subject to a dockage charge during that same period.

b. Charges - Per Diem fleeting charges are as follows:

Barges – Non-CDC	\$50 per barge per diem
Barges – CDC/Tanker	\$60 per barge per diem
54x300 Barge Any Commodity	\$100 per barge per diem

3. TOLLAGE - All cargo and freight, and all other materials including fuels, slops, and ballast discharged from or loaded to vessels, lighters, or barges shall be subject to a \$0.15 per ton Tollage fee. This charge is in addition to all other charges described in this section.

### 4. WHARFAGE

a. Applicability -The following charges will be assessed against all cargo and freight, and all other materials including fuels, slops, and ballast discharged from or loaded to vessels, lighters, barges, freight cars, or trucks. Charges in this section do not apply to freight.

b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Operational Circular, and subject to the discretion of the Port Authority. The Port Authority has final authority over how cargo is defined and the rates at which wharfage charges are assessed.

c. Loaded vans or containers will be assessed based on the net weight of each container, per short ton \$1.00/ST

d. Commodity Rates – Tulsa Ports assesses wharfage according to commodity type, as indicated below.

No.	Commodity	Unit	Cost	Note
1	Aggregates	Short Ton	\$0.20	
2	Grains	Short Ton	\$0.20	
3	Fertilizer	Short Ton	\$0.20	
4	Liquid Bulk	Short Ton	\$0.20	
5	Freight NOS (Not Otherwise Specified)	Short Ton	\$1.00	

## 5. RAILROAD SWITCHING RATES – TO BE BILLED BY THE OPERATOR

- a) Intra-Plant – A switching movement from one (1) location to another location within the boundaries of an industry. A \$210 charge will be assessed for each Intra-Plant switch performed.
- b) Intra-Terminal – A switching movement from one (1) industry location to another within the boundaries of the Port. A \$210 charge will be assessed for each Intra-Terminal switch performed.
- c) Extra Switching “touch move” – A switch movement that requires a set back within the boundaries of an industry, the switch move from storage to industry, or any additional switching required outside of the standard service. A \$210.00 charge will be assessed for each extra switch move performed.
- d) Refusal/Return of Railcars – Industries will be assessed \$210.00 per rail car for each setback, rejection, and/or refusal of railcars.
- e) Special/Unplanned Switching (additional service)– Except as otherwise provided and upon the specific request of the Industry, switching may be performed but not guaranteed outside of the Industry's regularly scheduled service plan. Requests for Special Switching must be provided with greater than twenty-four (24) notice. A \$210 charge will be assessed for each special/unplanned switch performed. If the request is submitted with less than twenty-four (24) hours' notice, a \$420 charge will be assessed for each special/unplanned switch performed
- f) Weekend Service – Upon request and scheduling, industries will be assessed \$600.00 per hour with a four-hour minimum charge if dedicated train crew services are provided outside of set operating plan. Twenty-four (24) hours' notice is required for all after-hours train services,

## 6. RAILCAR STORAGE RATES – TO BE BILLED BY THE PORT AUTHORITY

### e. Railcar Storage Rates for Port Tenants

1. Railcars that are delivered or stored on tracks shall be assessed fees as follows:

Monday – Friday:	\$25 per day per railcar
Saturdays and Sundays:	No charge per railcar

## 7. TOWBOAT SWITCHING RATES

- a. Normal Switch (Normal Operating Hours) – A fee of \$250 will be charged for each switch performed per barge plus fuel surcharge. This fee will be charged to the barge owner.
- a. Interim/Extra Switch (Normal Operating Hours) – A fee of \$250 will be charged for each extra switch performed per barge plus fuel surcharge.
- b. Non-Normal Operating Hours – A fee of \$250 per hour will be charged for work performed plus fuel surcharge. There is a minimum of four hours of non-normal operating work performed.
- c. All Other Harbor Services – A fee of \$250 per hour will be charged for all other harbor services performed plus fuel surcharge.
- d. Wing Tank Pumping – A fee of \$100 per hour will be charged with a 1 hour minimum.
- e. Moving Barges to Port 33 – The following fees will apply:
  1. Empty Barges - \$1,000 plus fuel surcharge
  2. Loaded Barges - \$1,200 plus fuel surcharge
- f. Fuel Surcharge – Fuel Surcharge (F.S.) is determined by the average cost of highway diesel for the previous month. The base for the F.S. will be \$1.60 per gal. For every \$0.03 over the base rate 1% will be added to the current charge. F.S. will be effective at the beginning of each month.

## 8. ROLL ON – ROLL OFF DOCK RATES

- a. Daily Rental Rate – A fee of \$2,000.00 per day for the rental of the RO-RO
- b. Additional Fee – A fee of \$2.00 per short ton will be charged.

## 9. CALLOUTS

- a. If a circumstance arises at the Port related to a user's equipment or property that requires any Tulsa Ports staff to be called out outside of straight time hours (as defined below), a \$300 per hour callout fee shall be assessed.
- b. Straight time shall be 7:30 AM (0730) to 4 PM (1600) local time Monday – Friday, excluding holidays.

## 10. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges - Tulsa Ports or the Port Authority may make special charges as they may deem necessary, concerning the use of Piers or open spaces in the vicinity of the Terminal, buildings on the Terminal or the use of the Terminal by commercial, State, or Federal vessels, or by contractors working on Federal or State contracts and for use of tracks, sheds, the Pier or other structures.
- b. Additional Costs - If Governmental agencies or operational requirements impose increased costs, the vessel operator or cargo owner agrees to pay those costs and any related surcharges.
- c. Charges for Specialized Services or Operations - The Port Authority is authorized to develop and charge rates and fees for specialized services and those services not specified in the Operational Circular as requested by the party requesting those services and by mutual consent.
- d. Right to Refuse - Except where otherwise required by law, the Port Authority has the authority to refuse to provide or to arrange for the provision of special services.
- e. Special Services – Any services rendered by the Port Authority or Tulsa Ports not otherwise noted in this Operational Circular will be billed to the person requesting such services at Tulsa Ports' actual cost (including labor, equipment usage, mileage, and other costs). Any services arranged by the Port Authority or Tulsa Ports, but provided by a third party, will be charged to the person requesting such service at a flat fee of \$250.

## **Section VII. ADDITIONAL RULES AND REGULATIONS**

1. **APPLICABILITY** - The rules, regulations, and conditions set forth in this section shall apply to all vessels, agents, owners, masters, tenants, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents, and instruments.
2. **RIGHT TO AMEND** – The Port Authority shall have the right to amend this section without giving advance notice to Users. The Port Authority shall notify Users of updates to this section and when such changes become effective.
3. **REGULATED TERMINAL** - Users are advised that some Port facilities may be subject to the federal security regulations under 33 CFR Part 105 and are subject to such other applicable laws of the United States, State of Oklahoma, and local municipalities.
4. **SOLICITATION** - Solicitation of any type within the Port is prohibited.
5. **ACCESS TO TERMINAL** - Access to Port facilities is restricted to those parties licensed by Tulsa Ports and engaged in the business of the Port or have business on the Port as approved by the Port Authority. The Port Authority shall, at all times, have the right to refuse access to the Port or any portion thereof by any person or vessel or to remove any vessel, person, or cargo at any time from any Dock or Port facility.
6. **CONTROL OF PERSONNEL ON TERMINAL** - Personnel are subject to the Rules and Regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Port Authority.
7. **UNAUTHORIZED PERSONS** - No unauthorized persons are permitted in the Port at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.
8. **VEHICLE OPERATIONS** - All persons operating a vehicle on Tulsa Ports property must abide all prevailing federal, state, and local vehicle safety laws and regulations. In any Port areas where there is not a posted speed limit, vehicle speed may not exceed 15 miles per hour. Vehicles may not be left idling when unattended. All users operating a vehicle must wear a seat belt while vehicles are in operation.
9. **REPORTING OF TERMINAL ACTIVITY** - All information on cargo handled at the Terminal that is required by the Port Authority must be reported to the Port Authority in a timely manner as stipulated under licenses granted to users of the Terminal. Failure to do so will result in a fine and/or the suspension of or revoking of licenses to conduct business on the Terminal.



## 10. FUELING AND LIQUID BULK PETROLEUM TRANSFER

- a. COMPLIANCE – Fueling and liquid bulk petroleum transfer operations at the Terminal shall be done only with the permission of the Port Authority and in accordance with US Coast Guard regulations; 33 CFR Parts 155 & 156; 46 CFR Sections 12, 15, & 35; State environmental protection regulations; and all local and Municipal regulations. Such operations shall be conducted in a manner to prevent spills into the waters of the State of Oklahoma and/or on Port property. Only licensed vendors or operators may conduct such transfers.
- b. SHIP/SHORE SAFETY CHECK LIST - Prior to the transfer of fuel, the vessel operator and Port Authority shall complete a pre-transfer safety check off list in accordance with federal regulations.
- c. FIREFIGHTING EQUIPMENT - All vessels shall have firefighting equipment ready for use during fueling. All personnel involved in bunkering, fueling, and/or liquid bulk transfer operations must be trained in firefighting. Each transfer operation shall have a designated and qualified Person-in-Charge (PIC).
- d. NOTICES - All vessels, while engaged in bunkering or fueling, shall display a sign stating the following: “WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.”
- e. ACCESS TO VESSEL DURING FUELING - Access to vessels while fueling shall be restricted to crew and essential personnel.
- f. FLAGS AND LIGHTS - All vessels, while fueling, shall display a red flag during the day and a red-light during darkness.
- g. EMERGENCY SHUTDOWN - An emergency shutdown procedure shall be established by persons handling bunkering, fueling, and/or liquid bulk transfer operations. Such procedure shall be established and tested prior to the transfer of fuel.
- h. COMMUNICATIONS - All personnel involved in fueling or bunkering operations shall remain in close communications at all times.
- i. SPILLS - Any spills must be reported to the Port Authority immediately and, if in the waters of the Port, to the US Coast Guard. Any spills on Port property will be cleaned up immediately at the expense of the user responsible.

11. PERSONAL SAFETY EQUIPMENT – All persons on the Terminal, including those not employed by Tulsa Ports or its licensed contractors, shall wear highly-visible safety vests or outer clothing, and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots, and/or other equipment as appropriate. All persons working near the edges of docks, Piers, and berths shall also wear floatation equipment while working in those areas.
12. MEDICAL EMERGENCIES - In the event of a medical emergency or accident, any persons observing the emergency must call 911, ensure the area is safe to render aid, and render aid. The Port Authority must be notified of all such medical emergencies or accidents as soon as possible.
13. SAFETY INSPECTIONS - The Port Authority reserves the right to conduct announced or unannounced inspections to ensure compliance with these regulations. Operations may be halted, or personnel directed out of the Port, at the discretion of the Port Authority for non-compliance.
14. VEHICLE WARNING LIGHTS/ALARMS - All vehicles engaged in operations on the Terminal shall display a flashing amber light and shall be equipped with back up alarms. Vehicles transiting to and from work sites on the Terminal shall display a flashing amber light.
15. UNLAWFUL ACTS - Unlawful acts committed by persons on the Port of any type shall be referred to local law enforcement for action.
16. CONDUCT - All persons on the Terminal shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Port Authority reserves the right to have persons removed or barred from the Port for non-compliance.
17. MILITARY VESSEL CREW SECURITY - Military vessels calling on the Terminal will provide personnel to assist Terminal security with the management of persons entering or leaving the Terminal. A complete list of officers and crew must be provided to the Port Authority upon arrival.
18. WEAPONS, AMMUNITION AND EXPLOSIVES – The Port and its users are subject to all prevailing federal, state, and municipal laws and ordinances concerning weapons. Ammunition and explosives are prohibited from the Port without proper permits, handling procedures defined, and permission of the Port Authority.
19. PERSONS INTOXICATED - No person who appears to be visibility intoxicated shall be permitted in the Port. Persons in the Port who are intoxicated shall be removed immediately. The use of alcohol on Port property is prohibited.

20. DRUGS AND ILLEGAL SUBSTANCES - The use or possession of illegal drugs or other substances in the Port is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.
21. RADIOACTIVE MATERIAL - The handling of radioactive material in any form is prohibited at the Terminal.
22. COMPRESSED GAS - Compressed gasses must be properly stored on the Terminal in designated areas as established by the Port Authority.
23. HANDICAPPED ACCESS - Handicapped access to vessels berthed at the Terminal is not provided.
24. PUBLIC TOURS OF VESSELS - Public tours of vessels are not permitted unless by previous arrangement and permission of the Port Authority and in conformance with the Port Authority's security requirements.
25. LAYBERTHING - Vessel operators that are responsible for vessels layberthed at the Terminal in inactive status shall inspect such vessels regularly as specified by the Port Authority. Such inspections and condition of vessels are to be reported to the Port Authority. The Port Authority shall have the right to enter upon a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Port Authority. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be directed to be removed from the Terminal or removed at the owner's expense.

**END OF OPERATIONAL CIRCULAR**