

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">APPLICATION OF RATES, RULES AND REGULATIONS</p> <p>(a) Except as otherwise provided in individual items, the applicable rates, charges, rules and regulations under this tariff shall be those in effect at the time the charge is incurred.</p> <p>Rates, rules and regulations contained in this tariff apply in connection with:</p> <ul style="list-style-type: none"> (1) Vessels docking at the wharves of the Port of Oakland (2) Cargo handled over, onto or under facilities of the Port of Oakland (3) Use of Port cranes or other land buildings or facilities of the Port of Oakland and services incidental thereto <p>(b) In the absence of a specific commodity rate for the assessment of wharfage, demurrage and storage charges the commodity not specified in this tariff shall be rated as "Cargo, N.O.S.".</p> <p>(c) The Executive Director reserves the right to determine the applicable rates, charges, rules and regulations in this tariff; and, to enforce any such rates, charges, rules and regulations in accordance with any such interpretation.</p> <p>(d) The Executive Director may waive the assessment of all or any portion of any charge for wharfage, dockage, wharf demurrage, wharf storage or any other charge or fee which may be due from any source or cause as provided for in this tariff which may be associated with cargo destined to provide emergency relief which is directly attributable to natural disasters. The cargo must be shipped by and destined to bonafide relief organizations and must not be intended for resale.</p>	02105
<p style="text-align: center;">COMPLIANCE WITH GOVERNMENT REGULATIONS</p> <p>Any users of the Port Terminals shall, at their own expense, operate or use the Port premises in a clean, wholesome and sanitary condition. Such operation will be in compliance with any and all present and future laws, ordinances, general rules, or regulations related to sanitation, pollution, public health, safety or welfare. Users will also comply with all applicable laws, rules and regulations adopted by Federal, State, local and other governmental agencies or departments or offices thereof, including without limitation laws, rules and regulations pertaining to air quality, water quality, noise pollution, odor, soil and other environmental regulations.</p>	(^) 02110
<p>For explanation of abbreviations and reference marks see Page 10.</p>	
<p>ADOPTED: February 16, 1999 EFFECTIVE: April 1, 1999</p>	

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

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SECTION II: GENERAL RULES AND REGULATION

**ITEM
NO.**

AUTHORIZATION

The Executive Director is authorized to compile the provisions herein and schedule of rates in the form of a tariff to be known as Tariff No. 2-A of the Port of Oakland and subsequent reissues thereto for the convenience of the shippers as well as other uses of the Port, and to provide for furnishing the same to applicants therefore upon their request.

02115

PENALTY FOR UNAUTHORIZED USE OF PORT FACILITIES

No person shall collect any toll, wharfage, dockage or other charge, or land ships at or remove any property upon or from any of the wharves, piers, docks landings or other facilities owned or operated by the Board without being authorized by it to do so. Any person, vessel, or its owners, agent or operators using any unassigned wharf or other wharf area without first securing an assignment therefore from the Port shall be subject to penalties as provided in Item 02125.

02120

VIOLATIONS OF ORDINANCE

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00) or by imprisonment in the city prison for a period of not more than six (6) months, or by both such fine and imprisonment. All the remedies herein provided for shall be non-exclusive, cumulative, and in addition to other remedies at law or in equity.

02125

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 11, 2020

EFFECTIVE: July 1, 2020

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<p style="text-align: center;">TERMS AND CONDITIONS OF PAYMENT</p> <p>(a) Use of Port facilities and/or services is conditioned upon assurance satisfactory to the Executive Director that all applicable charges will be paid when due. Except as otherwise provided, all charges contained in this tariff are due and payable as they are incurred or upon completion of service or use.</p> <p>(b) The Executive Director may require payment of charges in advance as follows:</p> <ul style="list-style-type: none">(1) By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.(2) By the cargo owner, shipper, consignee or wharf assignee before cargo leaves off the terminal.(3) For all charges on perishable cargo, household goods and personal effects or cargo of doubtful value. <p>(c) Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness satisfactory to the Executive Director or has posted adequate security acceptable to the Executive Director and has thereby been relieved of cash payment requirements by the Executive Director as set forth in Port of Oakland Form MT-150, Standard Application Form for Tariff Assignment and Tariff Assignment.</p> <p>(d) The provisions of this item govern the terms of payment by, and liability of, an agent acting on behalf of a disclosed principal for charges owing from said principal as a user of Port facilities, notwithstanding any other provision to the contrary in this tariff of in any form issued pursuant to this tariff. If written reports required of Assignee or customer are delayed by Assignee or customer, the Port may bill assignee or customer upon the Port's estimates of accrued tariff revenues.</p>	02130
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	EFFECTIVE: November 1, 1988

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ITEM
NO.

PAYMENT OF CHARGES

- (a) Use of Port terminals, facilities or equipment by any person pursuant to this tariff shall constitute acceptance of the provisions of this tariff and an agreement upon the part of such user that he is responsible for providing statements within the period specified and shall pay all charges assessed in accordance with this tariff.
- (b) A vessel agent or other person requesting wharf or crane assignment ("requestor") shall, as part of the assignment process, provide to the extent of his knowledge all information requested by the Port with respect to the vessel's estimated arrival and departure, amount(s) and type(s) of cargo to be worked (loaded/discharged) and estimate the amount of each category of Port charges, as enumerated, and party responsible therefore. The submission of a form, signed by the requestor, shall constitute the requestor's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the requestor at the time of submission; and the Port shall hold requestor personally liable for any loss occasioned by the requestor's failure to report accurately the information as previously provided to the requestor.
- (c) The Wharf Assignee shall be responsible for collection of all dockage, wharfage, crane use, wharf demurrage, wharf storage and any other charges in this tariff made and assessed against a vessel or cargo, and shall guarantee and be liable to the Port for the payment of such charges, whether or not actually collected, within the time required by this tariff. All persons using Port terminals, equipment, facilities or provided services, however, are responsible for payment of charges, including delinquency payments, for said use and services. Such person's actual and direct payment of a charge or a delinquency payment to the Port shall relieve the Wharf Assignee of his responsibility for collection and payment of such charge or delinquency payment.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

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<p>(d) The Executive Director, at his discretion may, unless Wharf Assignee otherwise requests in writing, solely as an accommodation to the Wharf Assignee, provide billing information directly to a Port terminal or facility user, but said accommodation shall in no way negate or modify the Wharf Assignee's primary responsibility to collect and timely pay to the Port all charges incurred, including delinquency payments.</p> <p>(e) Upon Wharf Assignee's payment to Port of all charges assessed against a vessel or cargo, the Port shall be deemed to have assigned to the Wharf Assignee the Port's lien rights against the vessel and cargo, and the Executive Director, upon request of the Wharf Assignee, shall execute whatever formal documentary evidence of such assignment that the Wharf Assignee may reasonably request.</p> <p>(f) For the purpose of enforcing the payment of charges named in this tariff, on cargo handled over or stored on Port facilities, the Port may take possession of such cargo and may remove and store the same at the risk and expense of the owner, shipper or consignee thereof, or may sell the goods at public auction or pursue such other remedies as may be provided by law.</p> <p>(g) Monthly rent, and other pre-determined rent or recurring charges, are due on the first day of each month and will become delinquent as provided in Item 02140. All other charges required to be paid are due thirty (30) days after the date of the Port's invoice for such payments and will become delinquent as provided in Item 02140. Any rent charged on a monthly basis that is payable for a portion of a month shall be pro-rated on a daily basis based upon the number of days in that month, subject to the provisions of Item 10155 (b).</p> <p>(h) In the event additional charges are discovered to be due to the Port through audit, additional statements, review of manifests and bills of lading, supplemental billings will be prepared by the Port for such additional charges. Additional charges billed pursuant to this item 02135(h) are due thirty (30) days after the date of the Port's invoice for such payment and will become delinquent as provided in Item 02140.</p>	<p>(*) 02135</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 27, 2021	EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

DELINQUENCY AND PENALTIES

All charges contained in this tariff shall be subject to a delinquency payment charge as follows:

- (a) Monthly rent, and other pre-determined rent or recurring charges, will become delinquent if not received by the Port on or before the tenth (10th) day of each month without regard to whether the Port has issued any notices or invoices, and will be subject to a delinquency charge of 0.06% per day, or the then-current delinquent charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.
- (b) All other charges will become delinquent if not received by the Port on or before the specified due date, and are subject to a delinquency charge of 0.06% per day, or the then-current delinquency charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.
- (c) Delinquency charges may be amended from time to time by the Board. Unpaid delinquency charges that accrue shall be compounded monthly. The delinquency charges provided by this Item 02140 are in addition to all other remedies that the Port may have that are provided for in this Tariff, in any other agreement that may be in place with a Port user, or otherwise set forth by law.

(*)
02140

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

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<p style="text-align: center;">SECURITY DEPOSIT</p> <p>All Port tenants and other parties accessing the Port for business purposes shall maintain a security or performance deposit (referred to herein collectively as "security deposit"). Security deposits are required to be paid to the Port prior to the effective date of the agreement for the use of any Port property and shall be maintained throughout the term of use. For terms of use shorter than 30 days, the security deposit shall be equal to three times the rent. For terms of use of 30 days or longer, the security deposit shall be equal to three months of rent. If the initial term of use is extended, the security deposit will increase commensurate with the term of use. If rent is increased, the security deposit will increase commensurate with rent. In cases where rent is not charged, the Port reserves the right to require a security deposit in an amount determined by the Port, in its sole discretion, based on the use of Port property.</p>	(*) 02145
<p style="text-align: center;">INSURANCE</p> <p>Rates named herein do not include any form of insurance.</p> <p>During the term of use of Port facilities, Assignee or other user (as applicable) shall maintain in force the following insurance with such additional limits and such other coverages and coverage enhancements as may reasonably requested from time to time by the Port's Risk Manager, or his/her designee, but not less than:</p> <p>Protection and Indemnity Insurance</p> <ul style="list-style-type: none"> - When Required: If Assignee or its independent contractors utilize watercraft/vessels in the use or occupancy of the Premises. - Coverage: Liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability. - Limits: \$1,000,000 per person on board the watercraft for bodily injury and property damage, but no less than \$5,000,000 for watercraft of a length of 30 feet to 39 feet and no less than \$10,000,000 for watercraft 40 feet and over; any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required. - Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management. - Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees. - Waiver of subrogation in favor of additional insured. - Deletion of any language that limits coverage to additional insured in the event the Limitation of Liability Statute applies. <p style="text-align: center;">(Item 02150 continued on Next Page)</p>	02150

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 12, 2022

EFFECTIVE: July 1, 2022

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
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INSURANCE

Commercial General Liability Insurance

- When Required: For occupancy or use of Premises.
- Coverage: Standard ISO Commercial General Liability form.
- Limits: \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury. However, for any Assignee or contractor performing any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground or any environmental remediation activities or work, such limit shall be \$5,000,000 per occurrence and general aggregate; \$5,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- Stevedore liability must also be provided if occupancy of Premises includes loading and unloading of a vessel. Such coverage shall also include physical loss or damage to the property of others while in the Insured's care, custody and control. Such limit shall not be less than \$5,000,000 each occurrence and aggregate.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the occupancy or use of Premises involves construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the construction work.
- If the occupancy or use of Premises involves the sale of liquor, liquor legal liability insurance.
- If the occupancy or use of Premises involves construction or demolition work within 50 feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least \$2,000,000 per occurrence or as required by the applicable railroad company.

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ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
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INSURANCE

Business Automobile Liability Insurance

- When Required: For occupancy or use of Premises.
- Coverage: Standard ISO Business Automobile Liability form for all owned (if any), non-owned and hired automobiles.
- Limits: \$1,000,000 each accident.
- Deductible/Self-Insured Retention: Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- If the use or occupancy of the Premises involves the parking or storage of vehicles, Garagekeeper's Liability insurance.
- If the use or occupancy of the Premises involves maintenance or repair of vehicles, Garage Liability insurance.
- If the use or occupancy of the Premises involves valet parking, Valet Liability insurance.

Workers' Compensation and Employer's Liability Insurance

- When Required: All Assignees using or occupying the Premises and its independent contractors.
- Coverage: Statutory Workers' Compensation and Side B Employer's Liability form.
- Limits: Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- If use or occupancy of the Premises is performed in or around water (whether in the Port maritime area or elsewhere), U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

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For explanation of abbreviations and reference marks see Page 10.

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INSURANCE

Contractor's Pollution Legal Liability Insurance

- When Required: If the Assignee or any of its independent contractors will engage in any of the following activities on the Premises: any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- Coverage: Contractor's Pollution Legal Liability occurrence or claims made form.
- Limits: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Deductible/Self-Insured Retention: Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- Additional Term if Claims Made Form: 2 years following completion and acceptance of the construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- Definition of "Covered Operations": All construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials performed by Assignee or its independent contractors or subcontractors.

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For explanation of abbreviations and reference marks see Page 10.

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EFFECTIVE: July 1, 2021

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ITEM
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INSURANCE

Professional "Errors and Omissions" Liability Insurance

- When Required: If the use or occupancy of the Premises involves consulting, temporary staffing, design or technology services for the Port or involves use of the Port's technology infrastructure.
- Coverage: For errors and omissions arising out of the services to the Port.
- Limits: \$1,000,000 per claim and annual aggregate.
- Deductible/Self-Insured Retention: Not more than \$25,000 per claim unless otherwise approved by Port Risk Management.
- Additional Term: 2 years after completion and acceptance of the services or use of Port technology infrastructure.
- If services to the Port involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the services to the Port involve outsourced internet services, Network and Media Liability coverage.

Aviation Insurance

- When Required: If Assignee or its independent contractors utilize aircraft in the use or occupancy of the Premises.
- Coverage: Aviation Public Liability and Passenger Liability forms.
- Limits: \$1,000,000 combined single limit per accident for use of aircraft with up to 4 seats; such limit shall be \$5,000,000 for use of aircraft with 5 or more seats. However, use of jet aircraft of any size will need to be referred to Risk Management to determine amount of insurance required.
- Deductible/Self-Insured Retention: Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

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For explanation of abbreviations and reference marks see Page 10.

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INSURANCE

Builder's Risk/Equipment Installation Insurance

- When Required: If the use or occupancy of the Premises involves new construction of buildings or facilities, or the renovation of existing buildings or facilities.
- Coverage: "All risk" or "special form" perils, earthquake and terrorism, including risks from testing of equipment, and delayed completion coverage for soft costs.
- Limits: Full replacement cost value of the construction, covering the entire work, including all materials and equipment that are or will be incorporated into the construction, or stored at the construction site or offsite, and including materials or equipment in the course of transportation.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- Term: Until final completion and acceptance of the construction or renovation and for 2 years for delayed completion coverage.
- Additional Insured and Loss Payee: The City of Oakland, a municipal corporation, acting by the through its Board of Port Commissioners.
- Waiver of subrogation in favor of additional insured and its commissioners, officers, agents and employees.
- Primary and non-contributory with any insurance, retention or self-insurance of the Port.

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For explanation of abbreviations and reference marks see Page 10.

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INSURANCE

Other Insurance Requirements

- Always required of all Assignees
- Notice of Cancellation: Assignee or Assignee's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- Proof of Insurance/Insurer Rating: Assignee must deliver to the Port Risk Management Department, prior to use or occupancy of the Premises, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better and licensed to do business in the State of California.
- Please send certificates and other required information to:
Port of Oakland
Attn: Risk Management Department
530 Water Street
Oakland, CA 94607
Email: risktransfer@portoakland.com
- Notwithstanding any other provisions of this tariff, upon failure to so file such certificate, the Director of Maritime or his/her designee may cancel an assignment on one day's prior written notice.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

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02150

NON-LIABILITY OF THE PORT FOR LOSS OR DAMAGE

The Port shall not be liable for loss or damage to any cargo in or upon, or moving or being moved over, in, through, or under any wharf or other structure or property owned, controlled, or operated by the Port, resulting from any cause whatsoever, including the loss or damage which in any manner is caused by or results from the following: pilferage; animals, including rats, mice and other rodents; insects, including moths and weevils; shrinkage; wastage; decay; seepage; leaky containers; heating; evaporation; fire, or extinguishment thereof; explosion; leakage; discharge from fire protection system; dampness; rain; floods; freezing, frost or other action of the elements; collapse of wharves, piers, or other structures; breakdown of plant, machinery or equipment; floats, logs, or piling required to break vessels away from wharves; combinations; sabotage; insurrection; revolution; war; riots; strikes; or any act of God. Nothing herein shall be deemed to relieve the Port from liability for loss or damage to goods or property it may have by law as the result of its own negligence.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

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<p style="text-align: center;">NON-LIABILITY FOR SHIPPER'S FAILURE TO RESERVE SPACE OR CARRIER'S FAILURE TO LOAD GOODS</p> <p>The Port will not be liable for loss, damage or delay arising from failure of the shipper to arrange for space on the transporting vessel, or from the failure of any carrier to load and transport goods on the particular date of vessel designated by the shipper or owner of such goods. In the event of any such failure, such goods shall be held subject to all of the applicable charges and provisions of this tariff.</p>	02160
<p style="text-align: center;">REMOVAL OF PERISHABLE OR UNDESIRABLE CARGO OR MATERIALS</p> <p>(a) The Executive Director may, at his discretion, cause the removal of perishables, cargo which is liable to damage other cargo, bulky freight or other undesirable cargo or material, with or without notice, to another location within the terminal facility or to private facilities at the risk and expense of the cargo owner.</p> <p>(b) The Assignee under tariff assignment with the Port is responsible for removal of rubbish, dunnage and other waste material from the assigned area. Otherwise, it will be removed by the Port at the expense of the Assignee.</p>	02165
<p style="text-align: center;">SHIPPER'S REQUEST AND COMPLAINTS</p> <p>(a) Requests and complaints from shippers on matters relating to the rates, rules and regulations contained in this tariff must be made to the Executive Director.</p> <p>(b) The Port of Oakland is a member of the California Association of Port Authorities, 1510-14th Street, Sacramento, California 95814. A shipper may refer to the Association any request or complaint not satisfied by the Port of Oakland, by submitting all available data in writing to the Association.</p>	02170
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	
EFFECTIVE: November 1, 1988	

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<p style="text-align: center;">ESTIMATED WEIGHTS - PETROLEUM AND PETROLEUM PRODUCTS</p> <p>When not shipped in containers, and when actual weight or measurement is not shown on the package or on shipping documents, petroleum and petroleum products shall be subject to an estimated weight of .791 kilograms per liter (6.6 pounds per gallon), except that crude fuel or gas oil shall be subject to estimated weight of .887 kilograms per liter (7.4 pounds per gallon).</p>	02175
<p style="text-align: center;">PERSONS ON BOARD VESSELS TO ACT ON ORDERS OF EXECUTIVE DIRECTOR</p> <p>(a) Vessels must at all times have on board at least one person in charge with authority to take such action in any emergency as may be deemed necessary by the Executive Director.</p> <p>(b) A vessel must shift or go into the stream at its own expense, when so ordered by the Executive Director who shall have the power to enforce removal at the expense of the vessel.</p> <p>(c) The master, agent or owner of a vessel refusing or neglecting to obey the orders of the Executive Director in any manner pertaining to the regulation of the harbor, or removal or stationing of such vessel, is guilty of a misdemeanor, and is liable to a fine or imprisonment or both.</p>	02185
<p style="text-align: center;">LIGHTS AT NIGHT</p> <p>All vessels, barges, cranes and other equipment, while anchored, moored or installed at the Port must show lights in accordance with applicable Federal, State and Municipal laws, rules and regulations.</p>	02190
<p style="text-align: center;">SPECIAL AND ADDITIONAL SERVICES</p> <p>(a) When rules and regulations of Federal, State, or local authorities require the Port to provide services in connection with operations of the Port or with cargo at or moving through Port owned or controlled facilities, the Port may arrange for and assess the cost of such services for the account of cargo or terminal operator as deemed appropriate by the Port.</p> <p>(b) When a person requests special services to be performed, the Director of Maritime or his/her designee may, at his/her discretion, arrange for and assess the cost of such service to the requesting party.</p>	(^) 02195

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02195 transferred to PAGE 33

USE OF PORT-OWNED OR PORT LEASED FACILITIES

- (a) All persons desiring to use Port-owned or Port-leased facilities shall, as far in advance of the date of use as possible, make application, on forms provided by the Port, to the Director of Maritime, or his/her designee, specifying the date of use, nature and quantity of cargo to be handled, the estimated length of use and the nature of use. Such application and subsequent use shall be subject to the applicable rules, terms and conditions of this tariff, Port of Oakland Form MT-150, Standard Application Form for Tariff Assignment and Tariff Assignment and individual terminal agreements as duly filed with the Federal Maritime Commission. Assignee's use of such assigned facilities and equipment shall constitute acceptance of applicable rates, rules and regulations referenced by this tariff.
- (b) Port-owned or Port-leased facilities turned over to Assignee are under Assignee's supervision, direction and control, and Assignee assumes sole responsibility and liability for injury to or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, arising out of, or caused by Assignee's possession, use of or operation of handling equipment and shall protect, indemnify and save harmless the Port of Oakland, the Board of Port Commissioners, and their officers and employees from and against any and all suits, claims, demands, loss, expense and liability of any kind or nature whatsoever for said injury to or death of persons or damage to or destruction of property, and that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through negligence or otherwise, by the Assignee's possession, use of operation of said handling equipment, whether by Assignee, its officers, agents or employees, or by any person or persons acting with the knowledge and consent, express or implied of Assignee, and the use of Port assigned facilities shall constitute acceptance and acknowledgement by the Assignee of this liability and obligation. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.
- (c) Port-assigned facilities are presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port does not warrant the condition thereof. The Port will not be responsible for delays to vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.

(^)
02200

(Item 02200 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

USE OF PORT-OWNED OR PORT LEASED FACILITIES

- (d) All facilities must be operated within the rated operating capacity and the premise load limits and restrictions established by the Port's Chief Engineer or his designee as well as any other conditions which may be prescribed by Federal, State, or local authorities. The Executive Director reserves the right to refuse the handling of any commodity which, in his opinion, exceeds the facility's prescribed load limits. The Executive Director further reserves the right to order the Assignee to cease use of the premises or stop operations at any time to require repairs, to correct an unsafe condition when, in his opinion, Assignee's operation of assigned facilities is not in accordance with the terms and conditions of this tariff, the Assignment or whenever it is necessary for the best interests of the Port.
- (e) Any and all vessels berthed at a Port-owned or Port-leased facility, after completion of loading or discharging may, at the discretion of the Executive Director, be required to vacate the berth whenever another vessel is standing by awaiting the use of the berth. Should any vessel fail to vacate the berth under the above conditions when requested, the Executive Director shall have the right, authority and privilege to order the vessel moved at the vessel's risk and expense.
- (f) Unless otherwise provided by prior contractual arrangements with the Port, or by the terms of lease or preferential assignment, the vessel first arriving in Oakland's Port Area will have first right to use a specified berth, provided that cargo operations will be commenced no later than the first available working day shift upon arrival. Notwithstanding the above, whenever another vessel is standing by, awaiting the use of a berth, the vessel on berth will be requested to continue loading and discharging operations utilizing all available work shifts including overtime shifts as required, at its own expense, until such time as cargo operations have been completed. The vessel will promptly vacate the berth upon completion of cargo operations. Any vessel which refuses to comply with this request will be required to vacate the berth upon order of the Executive Director or his/her designee, provided sufficient water is available to permit safe transit and such vessel will be required to wait until a berth is made available to complete their cargo operations.

(^)
02200

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">USE OF EQUIPMENT ON PORT-OWNED OR LEASED FACILITIES</p> <p>(a) Assignee is responsible for providing all cargo handling equipment and supplemental equipment which may be required. Assignee will obtain all necessary permits to operate and will conduct an operation in strict compliance with said permits to operate as set forth by the permit authority. Assignee will furnish all labor and operate all equipment in a safe manner and as prescribed by the terms and conditions set forth in this tariff and in compliance with manufacturers' specifications and applicable Federal, State and local regulations.</p> <p>(b) All equipment used on Port premises must be operated within the rated operating capacity of the equipment and the premise load limits and restrictions established by the Port's Chief Engineer or his designee as well as any other conditions which maybe prescribed by Federal, State or local authorities. The Executive Director further reserves the right to order the Assignee to cease use of the premises or equipment or stop operations at any time to require repairs, to correct an unsafe condition when, in his opinion, Assignee's operation of such equipment is not in accordance with the terms and conditions of this tariff, the assignment or whenever it is necessary for the best interests of the Port.</p> <p>(c) When circumstances warrant, the Executive Director may authorize Assignee to use Port-owned or leased equipment including, but not limited to transformers, trailers, light sets, generators, portable reefer units and ramps. Such Port equipment is presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port does not warrant the condition thereof. The Port will not be responsible for delays to vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.</p> <p>(d) Assignee shall, in the use of Port owned equipment, conduct its operation expeditiously and shall cease use and return the equipment, in like condition, to the control of the Port without delay upon the conclusion of the equipment's authorized use.</p>	02205

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

USE OF EQUIPMENT ON PORT-OWNED OR LEASED FACILITIES

(e) Port equipment turned over to Assignee is under Assignee's supervision, direction and control, and Assignee assumes sole responsibility and liability for injury or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, arising out of, or caused by Assignees possession, use or operation of handling equipment and shall protect, indemnify and save harmless the Port of Oakland, the Board of Port Commissioners, and their officers and employees from and against any and all suits, claims, demands, loss, expense and liability of any kind or nature whatsoever for said injury to or death of persons or damage to or destruction of property, that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through negligence or other-wise, by the Assignee's possession, use of operation of said handling equipment, whether by Assignee, its officers agents, employees, or by any person or persons acting with the knowledge and consent, express or implied of Assignee, and the use of such assigned equipment shall constitute acceptance and acknowledgement by the Assignee of this liability and obligation. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

02205

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 7, 1993

EFFECTIVE: September 8, 1993

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

Assignee shall comply with Port of Oakland Environmental Ordinance No. 4345 and Port of Oakland Storm Water Ordinance No. 4311 as said ordinances may be amended from time-to-time.

(*)
02210

Item 02210 is separate from and in addition to the rules, procedures, regulations, and restrictions for hazardous cargo set forth in Items 03105 through 03190.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

BALLAST WATER

- (a) Each operator or owner of a vessel using Port terminal facilities shall comply with all federal and state laws, regulations, and directives regarding the use and discharge of ballast water and the associated record keeping requirements.
- (b) Unless otherwise permitted under federal and state laws, regulations, or directives, a vessel using Port terminal facilities shall not discharge untreated ballast water from the vessel into San Francisco Bay or the National Marine Sanctuaries offshore of San Francisco Bay, including open waters within the Port Area of the City of Oakland. Any treatment of discharged ballast water shall be in compliance with subsection (a) above.
- (c) Exceptions or alternatives to subsection (b) above shall be allowed in compliance with federal requirements of the U.S. Environmental Protection Agency, U.S. Coast Guard, and the California State Lands Commission, or in compliance with any superseding law or regulation.
- (d) Upon request by the Port, each operator or owner of a vessel using Port terminal facilities during any calendar year shall provide to the Port a copy of the operator's or owner's then-prevailing plans, policy or policies applicable to ballast water/aquatic marine invasive species management of its vessels, as well as federal and state reporting forms including without limitation, the Ballast Water Treatment Technology Annual Reporting Form, the Ballast Water Treatment Supplemental Form, the Hull Husbandry Reporting Form, and Ballast Water Logs for each tank.

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02215

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

See Previous Page for revised Item 02215 Ballast Water

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02215

SECURITY OF MARITIME FACILITIES

(a) Purposes

The purposes of this Item No. 02220 are to provide for efficient, coordinated and effective action in order to reduce the risk and to mitigate the results of an act that threatens the security of personnel, the Port's facilities, private property and the public, to comply with requirements mandated by the Federal Maritime Transportation Security Act of 2002 ("MTSA") and the federal regulations implementing the MTSA ("MTSA Regulations") and to set forth the respective rights and obligations as between the Port and Port assignees, tenants, permittees, contractors and operators on Port facilities (collectively "Operators", each an "Operator") with respect to the MTSA and the MTSA Regulations.

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(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 27, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 continued from Page 37T

SECURITY OF MARITIME FACILITIES

(b) Port Facility Security Plan

The Executive Director is hereby authorized and directed to cause to be prepared and to approve a Port Facility Security Plan in accordance with this Item No. 02220 covering all Port of Oakland facilities for which a facility security plan is required by the MTSA and the MTSA Regulations and for which an Operator Facility Security Plan is not prepared by an Operator and approved by the appropriate Federal agency designated in the MTSA and the MTSA Regulations ("USA"). The Port Facilities Security Plan shall comply with the requirements of applicable law, including but not limited to the MTSA, the MTSA Regulations and this Item No. 02220.

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02220

(c) Designation of Port Facility Security Officer

The Executive Director is hereby authorized and directed to designate a person as Port Facility Security Officer ("PFSO") on behalf of the Port. The designated PFSO shall be qualified as, and shall have the duties of, a facility security officer under the MTSA and the MTSA regulations with respect to those maritime terminal facilities for which the Port, instead of an Operator, prepares a facility security plan. The PFSO shall also be responsible on behalf of the Port for coordinating and maintaining communications with Operators and the USA regarding the interests of the Port in the security of all Port facilities without relieving third parties, including Port Operators or other persons of their responsibilities under any facility security plan, the MTSA, the MTSA Regulations, this Tariff or any other law, regulation or any contact.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 continued from Page 37U

SECURITY OF MARITIME FACILITIES

(c) Designation of Port Facility Security Officer

The Executive Director's designation of a PFSO also shall not relieve any owner or Operator of any Port facility from any requirement for that owner or Operator to designate a qualified person to perform the duties of facility security officer under the MTSA or the MTSA Regulations. The PFSO shall be responsible for: preparing, in accordance with the MTSA and the MTSA Regulations, a Port Facility Security Assessment for inclusion in the Port Facility Security Plan and a Port Facility Plan, for all Port facilities for which an Operator Facility Security Plan is not prepared and approved by the USA which the PFSO shall submit to the Executive Director for approval; submitting the Port Security Plan to the USA for approval after approval of the Port Security Facility Plan by the Executive Director; implementing the Port Security Plan; periodically auditing and updating the Port Security Facility Assessment and the Port Facility Security Plan as required by the MTSA and the MTSA Regulations; assuring that adequate training is provided to Port personnel responsible for Port facilities; ensuring that Port Facilities are operated in accordance with the applicable provisions of the Port Facility Security Plan and the provisions of the MTSA and the MTSA Regulations; coordinating and communicating with Operators with respect to Operator Facility Security Plans in accordance with this Item No. 02220; and such other related Port Facility security matters as the Executive Director may assign the PFSO from time to time.

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02220

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 continued from Page 37V

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(1) Subject to an exemption made in accordance with the immediately succeeding Paragraph (d)(1)(i) below, every Operator of a facility on Port-owned or controlled land for which a facility security plan or an amended facility security plan is required by the MTSA or the MTSA Regulations, shall prepare and have approved by the USA in accordance with the MTSA and the MTSA Regulations, an Operator Facility Security Plan, or an amended facility security plan, respectively, for the facility.

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02220

(i) Upon a written request by an Operator, the PFSO may exempt an Operator from the requirement to prepare an Operator Facility Security Plan if the PFSO reasonably determines in writing that exemption is appropriate in consideration of the nature and character of the Operator's activities or Port facilities and other reasonable factors. The PFSO may grant an exemption subject to such reasonable written terms and conditions as the PFSO determines are appropriate.

(ii) Subject to any application exemption made in accordance with the immediately preceding paragraph (d)(1)(i), each person who is an Operator of a Port facility as of the effective date of this Item No. 02220 shall submit its Operator Facility Security Plan to the USA by December 31, 2003, or such later date as may be approved in writing by the PFSO.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 continued from Page 37W

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(iii) Subject to any applicable exemption made in accordance with paragraph (d)(1)(i) above, no person may become an Operator of any Port Facility after December 29, 2003, unless the Operator shall have complied with the applicable provisions of this Item No. 02220, the MTSA and the MTSA Regulations regarding a Facility Security Plan for the Port facility.

(2) Each Operator shall provide to the PFSO:

(i) Written notice of the Operator's submission to the USA of any Operator Facility Security Plan, and any amendment to any Operator Facility Security Plan, relating to any Port facility, contemporaneously with the Operator's submission to the USA. The Operator's written notice to the Port may be a copy of the Operator's written document transmitting the Operator Facility Security Plan, or amendment, to the USA, but the Operator is not required to include the Operator Facility Security Plan, or amendment, except as provided in Paragraph (d)(3) below.

(ii) A copy of all other written communications between the Operator (including any person acting on behalf of the Operator) and the USA, regarding an Operator Facility Security Plan, any amendment to any Operator Facility Security Plan, any approval or disapproval by the USA or any Operator Facility Security Plan or amendment thereto, any report of a breach of security or security incidents, and any notice by the USA of a violation or suspected violation of the MTSA or the MTSA Regulations, relating to any Port facility.

(Item 02220 continued on Next Page)

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02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 (d) continued from Page 37X

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

The copy of each written communication shall be provided to the Port either contemporaneously with the transmission of the written communication to the USA or the Operator or promptly after the Operator sends or receives the written communication. To the extent the written communication involves sensitive security information that must be protected in accordance with 49 Code of Federal Regulations Part 1520, the Operator may delete that information from the copy provided to the Port, but the Operator shall provide to the Port all other information in the communication.

(3) Subject to the immediately succeeding sentence, an Operator may not include in any Operator Facility Security Plan, or amendment thereto, any provision which is inconsistent with this Tariff of with the Operator's agreement with the Port for the Operator's use or occupancy of a Port facility, or which represents that the Port will be responsible for any matter with respect to the Operator Facility Security Plan, or amendment thereto, unless the Port in the Operator's agreement with the Port or in this Tariff has expressly assumed responsibility for such matter. If the Operator believes that the MTSA, the MTSA Regulations, or other statute or regulation by operation of law conflicts with and supersedes certain provisions of the Operator's agreement with the Port or of this Tariff, and require that the Operator Facility Security Plan, or amendment thereto, include provisions which are inconsistent with the Operator's agreement with the Port or with this Tariff, or impose responsibility on the Port for any matter with respect to the Operator Facility Security Plan, or amendment thereto, notwithstanding that the Port does not expressly assume such responsibility in the Operator's agreement with the Port or in this Tariff, then, before the Operator Facility Security Plan, or amendment thereto, is submitted to the USA, the Operator shall:

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(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 (d) continued from Page 37Y

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(i) Give written notice to the PFSO which identifies in detail each conflict the Operator believes exist and each matter for which the Operator believes the Port is required to assume responsibility, the provisions of the MTSA Regulations, or other statute or regulation, and the provisions of the Operator's agreement with the Port or this Tariff which the Operator believes are in conflict or require the Port to assume responsibility and why the Operator believes the claimed conflict or Port responsibility requires the Operator Facility Plan, or amendment thereto, to include provisions that are inconsistent with the Operator's agreement with the Port or this Tariff or provide that the Port has responsibility; and

(ii) Meet and confer with the PFSO to discuss the matter and seek to develop a resolution mutually acceptable to the Operator and the Port. If a mutually acceptable resolution is not reached, then the Operator may submit the Operator Facility Security Plan, or amendment thereto, to the USA for approval, with the provisions therein which are inconsistent with the Operator's agreement with the Port or this Tariff, or which provide for Port responsibility, without prejudice to any Port rights with respect to the Operator submitting an Operator Facility Security Plan, or amendment thereto, which is inconsistent with the Operator's agreement with the Port or this Tariff, or which provides for Port responsibility, and the Operator shall, at the same time it submits its Operator Facility Security Plan, or amendment thereto, to the USA, submit to the Port a copy of those portions of the Plan or amendment which conflict with the Operator's agreement with the Port or this Tariff or which provide that the Port is responsible for a matter.

(Item 02220 continued on Next Page)

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02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (d) continued from Page 37Z

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(4) Each Operator shall comply with all provisions of the MTSA, the MTSA Regulations, this Tariff, the Port Facility Security Plan approved by the USA (to the extent the Operator has been provided the Port Facility Security Plan or notice of the applicable compliance requirement(s) in the Plan) and, subject to paragraph (d)(1)(i) and (d)(3)(ii) above, the Operator's Facility Security Plan, which apply to any Port facility occupied or used by the Operator.

(e) Compliance With Facility Security Plans

Each person entering upon or using any Port facility shall comply with the Port Facility Security Plan and any Operator Facility Security Plan that applies to the facility (to the extent such person has been provided such plans or notice of the applicable compliance requirement(s) in such plans).

(f) Indemnification

Each Operator who operates at a Port facility for which the Operator has obtained from the USA approval of an Operator Facility Security Plan shall be fully responsible for all compliance with the MTSA and the MTSA Regulations with respect to the Port facility and shall indemnify and hold the Port harmless from and against claim, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of any violation of the MTSA or the MTSA Regulations, arising out of the Operator's failure to comply with its Operator Facility Security Plan.

(Item 02220 continued on Next Page)

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02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (d) continued from Page 37AA

SECURITY OF MARITIME FACILITIES

Each Operator and other person entering upon or using any Port facility shall indemnify and hold the Port Harmless from and against all claims, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of, respectively, the Operator's or such other person's failure to comply with this Item No. 02220. In the event of any inconsistency between this Paragraph (f) and an agreement between the Port and an Operator, the agreement shall prevail.

For purposes of this Paragraph (f), and with respect solely to the Port's rights as to the USA, the USA shall not be considered an "Operator" or "other person", but the Port does not release the USA or waive the Port's rights with respect to the USA as to any legal obligation of the USA to the Port or the Port's legal rights against the USA.

(g) Operator's Grant of Occupancy Rights to USA

(1) Notwithstanding any other provision in a Port agreement with an Operator for the Operator's use of Port terminal facilities, the Operator may grant to the USA the right to occupy or use the terminal facilities for purposes of carrying out USA security and inspection functions necessary for the Operator's use of the facilities, subject to: (i) providing a copy of the grant of the right to the Port and securing the written consent of the Executive Director to the grant, which consent will not unreasonably be withheld or delayed; and (ii) compliance with all other applicable provisions of the terminal facilities agreement between the Port and the Operator and other legal requirements, including without limitation, securing any necessary building permits from the Port.

(Item 02220 continued on Next Page)

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02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: February 17, 2004

EFFECTIVE: February 17, 2004

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (g) continued from Page 37AB

SECURITY OF MARITIME FACILITIES

(g) Operator's Grant of Occupancy Rights to USA

(2) With the Executive Director's consent, the USA's occupancy rights may continue beyond termination of the Port's terminal facilities agreement with the Operator, subject to the right of the Executive Director to terminate the rights upon 30 days written notice to the USA.

(3) Subject to the written approval of both the Board and the Operator, the Port through its own forces or contractors may construct and install necessary security facilities at the Operator's Port terminal facilities for purposes of the USA's security and inspection functions.

(h) Aircraft Landing and Take Off

No person shall land or take off in any aircraft (including without limitation helicopters, seaplanes, and ultralight vehicles) nor land or takeoff any model aircraft or civil unmanned aircraft system ("UAS"), as those terms are defined in Public Law 112-95, Sections 331 (9) and 336, and 14 CFR Part 107, in the Port Area (including water areas) without having obtained prior written permission from the Port's Director of Maritime or his/her designee. This authorization does not include requirements of other agencies. Obtaining approval and/or permits from other agencies (such as Federal Aviation Administration, U.S. Coast Guard, etc.) is the sole responsibility of the owner/operator.

(Item 02220 continued on Next Page)

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 23, 2019

EFFECTIVE: July 1, 2019

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (g) continued from Page 37AC

SECURITY OF MARITIME FACILITIES

(h) Aircraft Landing and Take Off

Use of any aircraft or UAS as defined in this Item 02220(h) at Middle Harbor Shoreline Park is strictly prohibited without prior written permission of both the Port's Director of Maritime and the Port's Director of Social Responsibility or his/her designees, which may be granted only in conjunction with a Film Permit Request. Also reference Item 11205.

No person shall operate a model aircraft or UAS in the Port Area in a careless or reckless manner that may endanger the life or property of another or allow an object to be dropped from a small unmanned aircraft UAS.

(i) Security Guard Fees

United States Government regulations require that trained security guards ("Security Guards") be posted in the restricted areas encompassing the dock for the entire period during which a vessel subject to such regulations is berthed at such dock. Where the Port is providing such Security Guards, the cost of such Security Guards ("Security Guard Fees") is for the account of the vessel's owner(s), and additional to all other applicable charges in this Tariff. Security Guard Fees plus an administrative fee of ten percent (10%) are due and payable upon presentation, and payment must be made before the vessel departs the Port facility unless the vessel's owner(s) or agent has (have) prearranged terms of payment with the Port.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 11, 2020

EFFECTIVE: July 1, 2020

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 23, 2019

EFFECTIVE: July 1, 2019

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 23, 2019

EFFECTIVE: July 1, 2019

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 23, 2019

EFFECTIVE: July 1, 2019

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 23, 2019

EFFECTIVE: July 1, 2019

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

COMPREHENSIVE TRUCK MANAGEMENT PLAN (CTMP)

Definitions:

Definition of terms used in Items 02405, 02410 and 02415 are contained in this Item 02400 and elsewhere in this Tariff. The following definitions shall apply to Items 02405, 02410 and 02415 unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in those Items. In the event of any inconsistency between the definition given in this Item for a capitalized term, and the definition given elsewhere in this Tariff for that term, the definition given in this Item shall control for purposes of interpreting Items 02405, 02410 and 02415 hereinbelow. All capitalized terms not otherwise defined in this Item 02400 shall have the meaning given in Section I or elsewhere in this Tariff.

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02400

"CARB": California Air Resources Board

"CARB Drayage Truck Regulation": Refers to Title 13 of the California Code of Regulations section 2027.

"CTMP": The Maritime Comprehensive Truck Management Program, adopted by the Oakland Board of Port Commissioners on June 16, 2009.

"Drayage Truck": Any in-use on-road diesel-fueled heavy-duty truck with a gross vehicle weight rating (GVWR) more than 33,000 pounds used to transport waterborne cargo, empty containers, empty chassis, or other equipment used to transport waterborne cargo to or from or within Seaport facilities. This definition excludes yard trucks/hostlers and military vehicles.

For additional information, please consult Title 13 of the California Code of Regulations section 2027.

"LMC" or "Licensed Motor Carrier": A trucking company that hires or contracts with drivers and that dispatches those drivers and drayage trucks to transport waterborne cargo to or from Seaport facilities. Such companies are typically distinguished by possession of an interchange agreement with the owner of the container/chassis equipment.

"Marine Terminal": A facility on Port property with water access used for the transfer of cargo from one mode to another, including container terminals, break-bulk terminals, and dry-bulk terminals.

"Marine Terminal Operator": An entity with contractual authority from the Port of Oakland to operate or with preferential access to a Marine Terminal.

(Item 02400 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
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* Provisions of Item 02400 continued from Page 37AI	
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<p>Definitions:</p> <p>"Seaport Facility": Includes Marine Terminals, rail yard, and other facilities where drayage trucks operate in the Port of Oakland Seaport. For the purposes of this section, this definition does not include any railyard located off Port property, truck parking or maintenance facilities.</p> <p>"Seaport Facility Operator": An entity that operates and maintains a Seaport Facility on Port property.</p> <p>"STEP Agreement": The Secure Truck Enrollment Program Agreement that each LMC that dispatches drayage trucks that transport waterborne cargo to or from Seaport Facilities must submit annually.</p>	(+) 02400
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<p style="text-align: center;">COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Port Registry:</p> <p><u>1. Overview</u></p> <p>The Oakland Board of Port Commissioners adopted the Maritime Comprehensive Truck Management Program ("CTMP") on June 16, 2009. One core component of the CTMP is the Port Registry, a component designed to increase the Port's maritime security operations and domain awareness. The Port Registry has two elements: the STEP Agreement and the Port Registry database. The Port Registry is for security, domain-awareness purposes and is separate from and independent of the CARB requirements and regulations and the Port's truck ban.</p> <p><u>2. Implementation Timeline and Applicable Deadlines</u></p> <p>Phase 1: October 1, 2009 - January 1, 2010</p> <ul style="list-style-type: none"> • LMCs are required to execute a STEP Agreement with the Port of Oakland. (Note: LMCs new to the Port after January 1, 2010 must immediately execute the STEP Agreement.) • No specific action is required by Seaport Facility Operators under the Port Registry during this time period. <p style="text-align: center;">(Item 02405 continued on Next Page)</p>	(+) 02405
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For explanation of abbreviations and reference marks see Page 10.	
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ADOPTED: October 20, 2009	EFFECTIVE: November 9, 2009
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* Provisions of Item 02405 continued from Page 37AJ	
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<p>COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Port Registry:</p> <p>Phase 2: January 1, 2010 - April 1, 2010</p> <ul style="list-style-type: none"> • LMCs are required to enter information into a Port Registry database during this time period. • The Port will issue STEP registration labels and certificates to registered LMCs. • Seaport Facility Operators should develop plans for fulfilling their responsibilities in implementing the Port Registry. <p>Phase 3: April 1, 2010 - June 1, 2010</p> <ul style="list-style-type: none"> • All Seaport Facility Operators should determine how they will address Port Registry compliance, and how they will handle non-STEP registered trucks. • Seaport Facility Operators must submit their plans for fulfilling their responsibilities for implementing the Port Registry to the Port's Chief Wharfinger by April 15, 2010. <p>Phase 3A: Effective June 1, 2010</p> <ul style="list-style-type: none"> • All Drayage Trucks seeking to enter a Seaport Facility will be required to demonstrate proof of STEP registration. • The Seaport Facility Operator can verify STEP compliance by visual observation of an affixed STEP registration label, inspection of a STEP registration certificate for the truck or other evidence that, in the judgment of the Seaport Facility Operator, adequately demonstrates STEP registration. • Drayage Trucks that are not able to demonstrate STEP registration may be either turned away or directed to the Port's Customer Service Center by the Seaport Facility Operator. At the Customer Service Center, the Port may issue a date and time-stamped Temporary STEP Pass to enable the truck to enter the Seaport Facility. Seaport Facility Operators shall permit a Drayage Truck with a Temporary STEP Pass to enter the Seaport Facility only on the date of issue of the Temporary STEP Pass. (Note: No more than 10 Temporary STEP Passes for any one driver and truck will be issued in any given calendar year, pro-rated to 5 Temporary Step Passes for the period June 1, 2010 through December 31, 2010.) <p style="text-align: center;">(Item 02405 continued on Next Page)</p>	<p>(+) 02405</p>
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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009	EFFECTIVE: November 9, 2009
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SECTION II: GENERAL RULES AND REGULATIONS

ITEM
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* Provisions of Item 02405 continued from Page 37AK

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)

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02405

Port Registry:

If a Seaport Facility Operator permits Drayage Trucks that cannot demonstrate STEP registration to enter the Seaport Facility between June 1, 2010 and December 31, 2010, the Seaport Facility Operator shall compile the following information in a "Non-STEP Registered Truck Log":

- Truck Entry Date and Time;
- Business and Contact Name of Dispatching Motor Carrier;
- Bill of Lading or Tracking Number;
- Truck operator's name and license number; and
- Truck's license plate number, state of issuance and vehicle identification number (VIN)

The Log must be continuously updated and provided to the Port's Chief Wharfinger within seven (7) business days of the end of the reporting periods ending August 31, 2010, and December 31, 2010.

Phase 4: Effective January 1, 2011

- No Marine Terminal Operator shall permit a Drayage Truck that is not STEP-registered to enter a Marine Terminal. Proof of STEP registration will be by the same means as in Phase 3A. All trucks that are turned away may be directed to the Port's Customer Service Center.
- All other Seaport Facility Operators may either turn away or grant entry to non-STEP registered trucks. If a truck is granted entry, the Seaport Facility Operator must record and report information in the Non-STEP-Registered Truck Log and report this information to the Port on a quarterly basis, specifically within seven (7) business days of the end of the months of March, June, September and December. All trucks that are turned away may be directed to the Port's Customer Service Center.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

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SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02405 continued from Page 37AL	
<p>COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Phase 5 - Effective July 1, 2018</p> <p><u>Marine Terminals</u></p> <ul style="list-style-type: none"> • No Marine Terminal Operator shall permit a Drayage Truck that is not STEP-registered to enter a Marine Terminal. Proof of STEP registration will be by visual inspection of an affixed STEP registration label, inspection of a STEP registration certificate for the Drayage Truck or other evidence that, in the judgement of the Marine Terminal Operator, adequately demonstrates STEP registration. • Drayage Trucks that are not able to demonstrate STEP registration to enter a Marine Terminal may be turned away and/or directed to the Port's Customer Service Center by the Marine Terminal Operator. At the Port's Customer Service Center, the Port may issue a date and time-stamped Temporary STEP Pass to enable the truck to enter the Marine Terminal. Marine Terminal Operators shall permit a Drayage Truck with a Temporary STEP Pass to enter the Marine Terminal only on the date of issue of the Temporary STEP Pass. No more than five (5) Temporary STEP Passes for any one driver <u>and/or</u> truck will be issued from the effective date of Phase 5 to the effective date of Phase 6. • Drayage Trucks that are not able to demonstrate STEP registration to enter a Marine Terminal outside of the operating hours of the Customer Service Center (e.g., weekends or nights), may be granted entry into a Marine Terminal, in which case the Marine Terminal Operator must record the Drayage Truck and Drayage Truck driver information in the Non-STEP-Registered Drayage Truck Log, and report this information to the Port's Chief Wharfinger and Port Facilities Security Officer on a quarterly basis, specifically within seven (7) business days of the end of the month of March, June, September, and December. No more than five (5) such "off hours" entries for any one driver <u>and/or</u> truck will be allowed from the effective date of Phase 5 to the effective date of Phase 6. <p><u>Other (Non-Marine Terminal) Seaport Facilities</u></p> <ul style="list-style-type: none"> • All other Seaport Facility Operators may either turn away or grant entry to non-STEP registered Drayage Trucks. If a Drayage Truck is granted entry, the Seaport Facility Operator must record and report information in the Non-STEP-Registered Drayage Truck Log and report this information to the Port's Chief Wharfinger and Port Facilities Security Officer on a quarterly basis, specifically within seven (7) business days of the end of the month of March, June, September, and December. All Drayage Trucks that are turned away may be directed to the Port's Customer Service Center. 	<p>(+)</p> <p>02405</p>
(Item 04405 continued on Next Page)	
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: March 22, 2018	EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02405 continued from Page 37ALi	
COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)	
<p>Phase 6 - Effective January 1, 2019</p> <p><u>Marine Terminals</u></p> <ul style="list-style-type: none"> • No Marine Terminal Operator shall permit a Drayage Truck that is not STEP-registered to enter a Marine Terminal. Proof of STEP registration will be by a Radio Frequency Identification "RFID" tag for each Drayage Truck that is linked to the Port Registry. • In the event a Drayage Truck RFID tag is unable to be read by the Marine Terminal Operator upon attempted entry, or the Drayage Truck is not equipped with an RFID tag at the time of desired entry, the Marine Terminal Operator may validate STEP compliance by visual inspection of an affixed STEP registration label, inspection of a STEP registration certificate for the Drayage Truck or other evidence that, in the judgement of the Marine Terminal Operator, adequately demonstrates STEP registration. <p><u>Other (Non-Marine Terminal) Seaport Facilities</u></p> <ul style="list-style-type: none"> • No other Seaport Facility Operator shall permit a Drayage Truck that is not STEP-registered to enter a Seaport Facility. The Seaport Facility Operator can verify STEP compliance by visual inspection of an affixed STEP registration label, inspection of a STEP registration certificate for the Drayage Truck or other evidence that, in the judgement of the Seaport Facility Operator, adequately demonstrates STEP registration. <p><u>All Seaport Facilities</u></p> <ul style="list-style-type: none"> • Drayage Trucks that are not able to demonstrate STEP registration may be turned away and/or directed to the Port's Customer Service Center by the Seaport Facility Operator. At the Port's Customer Service Center, the Port may issue a date and time-stamped Temporary STEP Pass to enable the truck to enter the Seaport Facility. Seaport Facility Operators shall permit a Drayage Truck with a Temporary STEP Pass to enter the Seaport Facility only on the date of issue of the Temporary STEP Pass. No more than five (5) Temporary STEP Passes for any one driver <u>and/or</u> truck will be issued from the effective date of Phase 6. • Drayage Trucks that are not able to demonstrate STEP registration outside of the operating hours of the Customer Service Center (e.g., weekends or nights), may be granted entry into a Seaport Facility, in which case the Seaport Facility Operator must record the Drayage Truck and Drayage Truck driver information in the Non-STEP-Registered Drayage Truck Log, and report this information to the Port's Chief Wharfinger and Port Facilities Security Officer on a quarterly basis, specifically within seven (7) business days of the end of the month of March, June, September, and December. No more than five (5) such entries for any one driver <u>and/or</u> truck will be allowed from the effective date of Phase 6. 	<p>(+) 02405</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: March 22, 2018	EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02405 continued from Page 37 ALii

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM

Port Registry:

3. Port Registry Fees

Starting with registrations for calendar year 2020, registrations will be subject to the following Port Registry Fees:

One-time Port Registry Fee:	\$250 per LMC
Annual Drayage Truck Registration Fee:	\$75 per Drayage Truck
Temporary STEP Pass Fee:	\$25 per Drayage Truck

Registry Fees shall be due and payable at the time of registration or request for a STEP Pass. A registration year is January 1 through December 31. Port Registry Fees shall not be prorated.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 12, 2022

EFFECTIVE: July 1, 2022

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)

Drayage Truck Ban:

January 1, 2010-Drayage Truck Deadline

Consistent with and in support of CARB regulation, beginning January 1, 2010, at 12:01 a.m., Seaport Facility operators shall permit access into Seaport Facilities in the Port of Oakland only to a Drayage Truck that is compliant with the CARB regulations, as follows, unless the Drayage Truck has been exempted, or issued a waiver or extension by CARB, or issued a Port Temporary Non-Compliance Pass:

- (i) a 1994 - 2003 model year engine certified to California or federal emission standards, and a level 3 Verified Diesel Emission Control Strategy ("VDECS") for PM emissions; or
- (ii) a 2004 or newer model year engine certified to California or federal emission standards; or
- (iii) a 1994 or newer model year engine that meets or exceeds 2007 model year California or federal emissions standards.

January 1, 2012 Drayage Truck Deadline

Consistent with and in support of the CARB regulation, beginning January 1, 2012, at 12:01 a.m., Seaport Facility operators shall permit access into Seaport Facilities in the Port of Oakland only to a Drayage Truck that is compliant with the CARB regulation, as follows, unless the Drayage Truck has been exempted, or issued a waiver or extension by CARB, or issued a Port Temporary Non-Compliance Pass:

- (i) a 1994 - 2004 model year engine certified to California or federal emission standards, and a level 3 Verified Diesel Emission Control Strategy (VDECS) for PM emissions; or
- (ii) a 2005 or newer model year engine certified to California or federal emission standards; or
- (iii) a 1994 or newer model year engine that meets or exceeds 2007 model year California or federal emissions standards.

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02410

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02410 continue from Page 37AM	

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)

Drayage Truck Ban:

January 1, 2013 Drayage Truck Deadline

Consistent with and in support of the CARB regulation, beginning January 1, 2013, at 12:01 a.m., Seaport Facility operators shall permit access into Seaport Facilities in the Port of Oakland only to a Drayage Truck that is compliant with the CARB regulation, as follows, unless the Drayage Truck has been exempted, or issued a waiver or extension by CARB, or issued a Port Temporary Non-Compliance Pass:

- (i) a 1994 - 2006 model year engine certified to California or federal emission standards, and a level 3 Verified Diesel Emission Control Strategy (VDECS) for PM emissions; or
- (ii) a 2007 or newer model year engine certified to California or federal emission standards; or
- (iii) a 1994 or new model year engine that meets or exceeds 2007 model year California or federal emissions standards.

January 1, 2014 Drayage Truck Deadline

Consistent with and in support of the CARB regulation, beginning January 1, 2014, at 12:01 a.m., Seaport Facility operators shall permit access into Seaport Facilities in the Port of Oakland only to a Drayage Truck that is compliant with the CARB regulation, as follows, unless the Drayage Truck has been exempted, or issued a waiver or extension by CARB, or issued a Port Temporary Non-Compliance Pass:

- (i) a 2007 or newer model year engine certified to California or federal emission standards; or
- (ii) 1994 or newer model year engine that meets or exceeds 2007 model year California or federal emissions standards.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)

Implementation of Drayage Truck Ban:

Permissible Entry of Drayage Trucks on Seaport Facilities

Any Drayage Truck turned away from a Seaport Facility pursuant to this subsection may be directed to the Port's Customer Service Center for assistance during normal business hours. After submission of required information by the Drayage Truck owner, the Port may issue a Temporary Non-Compliance Pass so that this Drayage Truck may enter the Seaport Facility. No more than one (1) Temporary Non-Compliance Pass for any one truck will be issued.

Drayage Trucks that are not able to demonstrate compliance with the CARB Regulation outside of the operating hours of the Customer Service Center (e.g., weekends or nights), may be granted entry into a Seaport Facility, in which case the Seaport Facility Operator must record this information required by the CARB Regulation to the Port's Chief Wharfinger on a quarterly basis, specifically within seven (7) business days of the end of the month of March, June, September, and December. No more than five (5) such entries for any one driver and/or truck will be allowed from the effective date of Phase 6.

A Seaport Facility may permit entry of a Drayage Truck subject to the Truck Ban only in compliance with an Enforcement Plan which has been previously approved by the Port. Enforcement Plans are effective thirty (30) days after submission to the Port unless rejected by the Port prior to the expiration of the 30-day period. In addition, the Port may request further information or modification to an Enforcement Plan.

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(Item 02415 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 37AN

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02415 continued from Page 37AMii

Implementation of Drayage Truck Ban:

Enforcement Plan Submissions

All Seaport Facility Operators shall develop an Enforcement Plan for compliance with the reporting requirements of the CARB Regulation 13 CCR §2027 as it applies to the Seaport Facility's operations at the Port of Oakland Seaport. The Seaport Facility Operator shall submit the plan to the Port of Oakland's Chief Wharfinger on or before November 16, 2009. The Enforcement Plan will describe the Seaport Facility Operator's procedure for determining whether a Drayage Truck is in compliance with the drayage truck ban. Such procedures may include visual observation of the drayage truck ban. Such procedures may include visual observation of a CARB Compliance Label, presentation of proof of compliance, waiver, exemption or extension from CARB, or presentation of a Port-issued Temporary Non-Compliance Pass. The Enforcement Plan will also describe the steps to move Drayage Trucks through gates so as to avoid truck idling. Such a plan shall require the Seaport Facility Operator to collect the following information for each Drayage Truck that cannot demonstrate that it is CARB-compliant, subject to a CARB waiver or CARB extension, or exempt, and that the Seaport Facility Operator permits to enter any Seaport Facility.

(i) Dispatching motor carrier:

- a. business name of dispatching motor carrier;
- b. contact person's name;
- c. street address, state, zip code of the dispatching motor carrier;
- d. phone number of the dispatching motor carrier; and
- e. bill of lading or tracking number.

(ii) Drayage truck:

- a. entry date and time;
- b. registered owner's (or lessee's) name;
- c. operator's name;
- d. operator's license number;
- e. drayage truck's license plate number and state of issuance; and
- f. drayage truck's vehicle identification number (VIN).

All information collected shall be kept for a period of not less than five (5) years from the truck entry date and is to be made available to enforcement personnel of CARB or CARB Designees within seventy-two (72) hours of an official written or oral request.

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02415

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02415 continued from Page 37AN

Implementation of Drayage Truck Ban:

Such information shall be reported to the Port's Chief Wharfinger quarterly, specifically within seven (7) business days of the end of the months of March, June, September and December.

Non-Covered Vehicles: Vehicles that are not within the definition of Drayage Truck as set forth are not subject to the Enforcement Plan. This includes Authorized Emergency Vehicles, Dedicated Use Vehicles, LNG-Fueled Trucks, Military Tactical Support Vehicles and yard Trucks. The CARB Drayage Truck Regulation (Title 13 of California Code of Regulations Section 2027) provides a complete list of non-covered vehicles.

Circumstances for Exempting Drayage Trucks from the Truck Ban: The Seaport Facility Operator may, but is not required to, accommodate Drayage Trucks that are not compliant with the CARB regulation where the cargo is overweight or over-dimension, requiring special permits or routes. The information required by the CARB Regulation shall be recorded for Drayage Trucks granted entry under one of these circumstances, and provided to the Port of Oakland's Chief Wharfinger quarterly as set forth above.

Adjustment of CARB Regulatory Deadline: The Seaport Facility Operator may accommodate deliveries by Drayage Trucks until the effective date of the applicable extended CARB deadline if CARB delays implementation of the regulatory deadlines set forth in Section (d) above and the Port notifies the Seaport Facility Operator prior to the applicable deadline.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

SHORE POWER SYSTEM

Definitions:

Definition of terms used in Items 02505, 02510, 02515, 02520, 02525, 02530 and 02535 are contained in this Item 02500 and elsewhere in this Tariff. The following definitions shall apply to Items 02505, 02510, 02515, 02520, 02525, 02530, 02535 and 02540 unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in those Items. In the event of any inconsistency between the definition given in this Item for a capitalized term, and the definition given elsewhere in this Tariff for that term, the definition given in this Item shall control for purposes of interpreting Items 02505, 02510, 02515, 02520, 02525, 02530, 02535 and 02540 hereinbelow. All capitalized terms not otherwise defined in this Item 02500 shall have the meaning given in Section I or elsewhere in this Tariff.

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02500

All references to "Code" refer to the applicable California Code unless specified otherwise.

"Berth": refers to the designated location at the wharf where the vessel will dock and connect to the Shore Power System.

"Board": refers to the Board of Port commissioners of the City of Oakland.

"CARB": means the California Air Resources Board

"Marine Terminal" or "Terminal": means a facility on Port property with water access used for the transfer of cargo from one mode to another, including container terminals, break-bulk terminals, and dry-bulk terminals.

"PG&E": refers to Pacific Gas and Electric Company

"PG&E Interconnection Agreement": refers to the Generating Facility Interconnection Agreement between the Pacific Gas and Electric Company ("PG&E") and the Port.

"Port of Oakland" or "Port": refers to the City of Oakland, a municipal corporation, acting by and through its Board.

"Regulation": refers to the CARB's adoption of the Final Regulation Order: Airborn Toxic Control Measure for Auxiliary Diesel Engines Operated on Ocean-Going Vessels At-Berth in a California Port.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 18, 2017

EFFECTIVE: July 1, 2017

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02500 continued from Page 37AP	
<p>Definitions:</p> <p>"Port-Owned Shore Power System": refers to the shore-side electrical infrastructure that enables vessels to plug into the electric grid while at-berth, that was constructed and/or directly funded by the Port.</p> <p>"Shore Power System": refers to the shore-side electrical infrastructure that enables vessels to plug into the electric grid while at berth, whether constructed by the Port or a Tenant. The Shore Power System includes the Port-Owned Shore Power System.</p> <p>"Tenant": means an entity with contractual authority from the Port of Oakland to operate or with referential access to a Marine Terminal.</p>	<p>(+) 02500</p>
<p>Purpose and Applicability:</p> <p>The following tariff provision sets forth the rules, procedures and requirements for implementation and the safe and effective operation of the shore-side electrical infrastructure that enables vessels to plug into the electric grid while at-berth (herein referred to as the "Shore Power System").</p>	<p>(*) 02505</p>
<p style="text-align: center;">Shore Power System</p> <p>Background and Overview:</p> <p>In 2007, CARB adopted the Regulation requiring reductions in emissions of air pollutants from vessels docked at select California ports, including the Port of Oakland. In July 2009, pursuant to such Regulation, each of the Port's Tenants filed a terminal plan with CARB, selecting the On-Board Power Generation Reduction Option as defined and set forth in the Regulation.</p> <p>The selection of the On-Board Power Generation Reduction Option requires the construction of the Shore Power System. The majority of the Port's Tenants requested that the Port construct the Shore Power System, which benefits both the Port and its Tenants, even though the Tenant has the right to construct such infrastructure under its current agreement(s) with the Port, and the Port is not legally obligated to provide the Shore Power System. Because the installation and construction of the Shore Power System will further the promotion of commerce, shipping, and the development of maritime facilities at the Port, the Port was willing to develop such Shore Power System for certain of its Tenants. In September of 2010, the Board approved the budget for and authorized design and construction of the Port-Owned Shore Power System.</p> <p style="text-align: center;">(Item 2500 continued on Next Page)</p>	<p>(+) 02510</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 18, 2017 EFFECTIVE: July 1, 2017	

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02510 continued from Page 37AQ	
<p style="text-align: center;">Shore Power System</p> <p>In order to fund the design and construction of the Port-Owned Shore Power System, the Port, in coordination with its Tenants, applied for, was awarded, and expects to be reimbursed certain local, state, and federal grant funds, which require that certain operational requirements be met including but not limited to the attainment of certain emission reductions that are beyond those required by the Regulation.</p> <p>The operation of the Shore Power System requires that certain procedures and Port requirements be met by the Tenants in order to ensure effective and safe operations in a manner that promotes compliance with the Regulation and with grant funding, as set forth herein.</p>	<p style="text-align: center;">(+) 02510</p>
<p>Substantial Completion of Construction:</p> <p>Once construction of the Shore Power System has been substantially completed in accordance with the Port's or Tenant's applicable construction contract(s) and any other activities that may be necessary to achieve substantial completion, the Tenant shall be responsible to operate and maintain the Shore Power System in accordance with this Section 02515.</p> <p>For the Port-Owned Shore Power System, the Port will issue a Notice of Substantial Completion to the Tenant and the date of the Notice of Substantial Completion shall be the effective date of the Tenant's responsibility to operate and maintain the Port-Owned Shore Power System in accordance with this Section.</p>	<p style="text-align: center;">(+) 02515</p>
<p>Training:</p> <p>The Tenant shall be responsible for all training of any and all Tenant and Tenant-related personnel, including the provision of personal protective equipment, involved in the operation and/or maintenance of the Shore Power System at the Tenant's sole discretion and cost.</p> <p>The Tenant's failure to train Tenant's personnel or to obtain a safety-trained and certified workforce in compliance with all applicable Laws is the sole responsibility of the Tenant, and any damages that may result solely from the Tenant's use of an improperly trained workforce shall be the sole responsibility of the Tenant.</p>	<p style="text-align: center;">(+) 02520</p>

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 18, 2017

EFFECTIVE: July 1, 2017

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

Shore Power System

Operations Obligations:

The Tenant is responsible for operating the Shore Power System in a manner that promotes safety and substantially complies with all applicable laws, regulations, standards and other applicable agreements, including, but not limited to, PG&E Interconnection Agreement and the Standard IEC/ISO/IEEE 80005: 2012 Utility Connections in Port - Part 1: High Voltage Shore Connection (HVSC) Systems - General Requirements.

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Maintenance Obligations Following Notice of Substantial Completion:

The Tenant shall be responsible to perform minor maintenance of the Shore Power System, as indicated below. The Port shall be responsible to perform all other maintenance of the Shore Power System. The Port may transfer its maintenance responsibilities to the Tenant in the future by mutual agreement of the Port and Tenant, or by the Port providing six (6) months prior written notice to the Tenant.

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1. Maintenance work performed by the Tenant shall include all minor maintenance and general housekeeping activities, including but not limited to:

- a. Inspecting, cleaning/sweeping debris and lubricating hydraulic covers associated with shore power operations;
- b. Inspecting condition of substations; and
- c. Notifying the Port of any condition that may fall under the Port's maintenance responsibilities.

2. Maintenance work performed by the Port shall include but not be limited to the following:

- a. Repairing and replacing shore power circuit breakers per manufacturer's recommendation;
- b. Maintaining and updating software and programming for human machine interface;
- c. Testing and calibrating meters and electronic equipment required for logging of connection data;
- d. Removing rust and resealing and painting weathered surfaces as necessary;

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
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* Provisions of Item 02530 continued from Page 37AS

Shore Power System

- e. Replacing and repairing shore power receptacles and space heaters;
- f. Exercising all shore power equipment at the substation, including circuit breakers, load interrupter switches, and lockout relays;
- g. Repairing damage to shore power vault and conduit systems, including but not limited to damage caused by tug boats, pilot boats, other vessels, terminal equipment, and flotsam;
- h. Repairing and maintaining all elements of the substation required to comply with IEC/ISO/IEEE 80005-1 and best utility practices;
- i. Repairing and maintaining 7.5MVA shore power transformers and neutral grounding resistors;
- j. Repairing and maintaining 12kV distribution equipment directly serving the 6.6kV substations;
- k. OSHA-required fire extinguisher and eye wash station inspections;
- l. Testing, repair, and replacement for PG&E-required 125VDC battery system;
- m. Repair and replacing of outdoor lighting and indicators;
- n. Inspection and repair of the power bus system;
- o. Inspection and repair of Shore Power System components under wharf deck;
- p. Any other necessary repair and replacement work required to safely and effectively operate the Shore Power System.

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02530

Maintenance Obligations Following Notice of Substantial Completion:

The foregoing list of potential maintenance activities is not meant to be exhaustive and the Port may need to take additional actions to protect and maintain the Shore Power System.

3. Notification and Response to Defective Conditions:

- a. The Tenant shall notify the Port in writing of any defect or condition appearing to require major maintenance or repair to any part of the Shore Power System immediately upon discovering such condition and no later than forty-eight (48) hours after discovery. In the event the Tenant discovers a condition that the Tenant believes may affect life or safety, the Tenant shall immediately notify the Chief Wharfinger and Director of Maritime upon discovery of said condition.
- b. The Port shall have the right to inspect the Shore Power System at any time to meet its maintenance obligations and to verify that the Tenant is performing its maintenance obligations.

(^)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
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Shore Power System

Maintenance Rates:

The Tenant shall pay the Port a maintenance charge as set forth in Section 9 of Port Ordinance No. 3439.

(*)
02535

Tenant Obligations Associated with Grant Funding:

This Item 02540 applies to facilities and berths with a Port-owned Shore Power System that was constructed pursuant to various grants (collectively, the "Grant Agreements"), which grants may be amended from time to time, and which require additional actions beyond those required by the Regulation:

- Grant under the American Recovery and Reinvestment Act of 2009 Transportation Investments Generating Economic Recovery (TIGER) Discretionary Grant Program and associated amendments or modifications (Grant No. DTMAG10007)
- Carl Moyer Memorial Air Quality Standards Attainment Program Grant and associated amendments or modifications (Grant No. 10MSIF-SP-1)
- Proposition 1B Goods Movement Grant and associated amendments or modifications (Grant No. 09SP01)
- Metropolitan Transportation Commission Climate Initiatives Program Grant and associated amendments or modifications

In accordance with grant funding obligations, Tenant shall:

1. Negotiate in good faith with a marine highway service operator to help establish the marine highway service when the Tenant is contacted by such an operator and/or the Port regarding such service.
2. Manage berthing assignments and work with its shipping line customers to plug-in vessels at each berth at the following rate/level, except as may otherwise be set forth in any property rental agreement entered into between the Tenant and the Port. The requirements set forth below do not in anyway alter the requirements of the Regulation.

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(Item 02540 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: March 22, 2018

EFFECTIVE: July 1, 2018

SECTION II: GENERAL RULES AND REGULATIONS

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* Provisions of Item 02540 continued from Page 37AU

Shore Power System

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Percentage of Vessel Calls Plugged into Shore Power
Annually At Each Berth:

2014 - 2016
60%

2017 - 2019
80%

2020 - 2023
90%

The following vessels may not count toward these percentages:
APL Korea, APL China, APL Philippines because these vessels
have received grant funding that is separate and apart from
the Grant Agreements provided herein. These percentages may
be achieved through averaging as set forth in the Grant
Agreements.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 18, 2017

EFFECTIVE: July 1, 2017

THE BOARD OF PORT COMMISSIONERS
 PORT OF OAKLAND
 TARIFF NO. 2-A

ORIGINAL PAGE 37AW

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

Shore Power System

Tenant Reporting Obligations

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02545

At the Tenant's sole cost, Tenant shall provide the Port with all documentation necessary to determine the level of usage of the Shore Power System at each berth, as required by the Grant Agreements (where applicable) and by the Port, to the satisfaction of the granting agencies (where applicable) and the Port. The Tenant shall report using an electronic format provided by the Port according to the following schedule:

Reporting Period	Type of Report	Report Due Date
Jan 2014 through Jun 2014	Monthly	Feb 10 th Mar 10 th Apr 10 th May 10 th Jun 10 th Jul 10 th (each for prior month)
Jul 2014 through Dec 2015	Quarterly	Jan 10 th Apr 10 th Jul 10 th Oct 10 th (Each for prior quarter)
Jan 2016 through Jun 2017	Semi Annual	Jan 10 th Jul 10 th (Each for prior 6 months)
Jul 2017 through Dec 2023	Quarterly	Jan 15 th Apr 15 th Jul 15 th Oct 15 th (Each for prior quarter)

If the Report Due Date falls on a Saturday, Sunday, or Federal or State holiday, the Report shall be due on the next business day.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 18, 2017

EFFECTIVE: July 1, 2017