

**PORT OF PHILDELPHIA  
MARINE TERMINAL  
ASSOCIATION, INC.**

**FEDERAL MARITIME COMMISSION NO. 201206  
(FORMERLY AGREEMENT No. 8425)**

**TERMINAL SCHEDULE NO. 1600**

**PORT OF PHILADELPHIA  
MARINE TERMINAL ASSOCIATION, INC.  
FEDERAL MARITIME COMMISSION NO. 201206  
(FORMERLY AGREEMENT No. 8425)**

**TERMINAL SCHEDULE NO. 1600  
CANCELS AND REPLACES  
TERMINAL SCHEDULE NO. 1500**

**ISSUED BY SECRETARY, STEPHEN J. GALATI  
PORT OF PHILADELPHIA MARINE  
TERMINAL ASSOCIATION, INC.  
FEDERAL RESERVE BANK BUILDING  
100 N. INDEPENDENCE MALL WEST, SUITE 5A, NW  
PHILADELPHIA, PA 19106  
(215) 629-1600**

**NAMING RULES, REGULATIONS,  
AND CHARGES SET FORTH HEREIN  
OF THE TERMINAL OPERATORS NAMED HEREIN**

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## **RULE: 34 – TERMINAL SCHEDULE**

### **A. SCOPE**

This schedule/tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. Facility Users shall be deemed to have actual and/or constructive notice of all terms of this Terminal Schedule, even if such terms are not required to be published as a matter of law. The term “Facility User” shall mean any cargo interest, vessel owner, charterer or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, passenger or crew member or any other person or entity who use or benefit from use of the Terminal, or which has hired the Stevedore. Each Facility User shall be liable for noncompliance with the terms of this tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors and/or subcontractors.

All activities conducted at the South Jersey Port Corporation (“Port Corporation”) marine terminals are governed by either the Port of Philadelphia Marine Terminal Association tariff (“PPMTA tariff”), or the South Jersey Port Corporation Tariff, in effect at the time the services are provided (“SJPC tariff”). Activities at any Port Corporation marine terminal conducted by, or under the direction of, Delaware River Stevedores (“DRS”) employee(s) and/or agent(s) are governed exclusively by the PPMTA tariff, including the applicable rates provided therein. Activities at any Port Corporation marine terminal performed by, or under the direction of the Port Corporation or its employees or agents, will be governed by the PPMTA tariff for those categories of rates and services are not found in the SJPC tariff.

All activities conducted at the Tioga Marine Terminal are governed exclusively by the PPMTA tariff. The limitations of liability of the PPMTA tariff shall also apply to all services provided by DRS at other facilities within the Port of Philadelphia, including stevedoring and other services at the PhilaPort Cruise Terminal, adjacent to the Philadelphia International Airport in Tinicum Township, PA.

For services provided at the Port Corporation marine terminals, this tariff serves to memorialize the allocation of services provided by the Port Corporation and DRS, respectively. Port Corporation and DRS services will be allocated as follows:

#### Port Corporation:

- Wharfage and Dockage and Port Security Fee
- Terminal Services, including handling of cargo between point of rest and terminal, storage, load out.

#### DRS

- Stevedoring
- Cargo handling and Clerking between vessel and point of rest
- Clerking on load out

This list is not exhaustive of all services provided.

Regardless of the nature of the work or services performed at any Port Corporation marine terminal, the Port Corporation's liability shall be governed by the most favorable liability provisions included in the PPMTA and SJPC tariffs, including but not limited to the limitation of liability provisions. Additionally, the Hot Work and the Notice of Claim Provisions included in the SJPC tariff are hereby incorporated by reference into the PPMTA tariff and thereby made applicable to activities conducted at the Port Corporation Marine Terminals and Tioga Marine Terminal. These Hot Work and Notice of Claim Provisions are attached as Exhibit "A."

This Schedule does not cover West Coast Lumber or Military Cargo at any of the above terminals.

**RULE: 34.1 – GENERAL RULES**

**ITEM 101: DEFINITIONS, ABBREVIATIONS, AND SYMBOLS**

**A. Definitions**

The following definitions apply to all rules, sub rules, regulations, conditions, commodity rates, and/or charges set forth herein.

- 1. Association:** the term "Association" means the Port of Philadelphia Marine Terminal Association, Inc.
- 2. Terminal:** the term "Terminal" or "Terminals" refers to the marine terminals listed below:

<b>NAME OF OPERATOR</b> -----	<b>TERMINAL/ADDRESS</b> -----
Delaware River Stevedores, Inc.	Tioga Marine Terminal Philadelphia, PA 19134
South Jersey Port Corporation	Joseph A. Balzano Marine Terminal 101 Joseph A. Balzano Blvd. Camden, NJ 08103
	Broadway Marine Terminal Camden, New Jersey 08104

- 3. Terminal Operator:** the term "Terminal Operator" refers to the operator of the marine terminals listed above.
- 4. Facility User:** the term "Facility User" refers to any cargo interest, vessel owner, charterer or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, passenger or crew member or any

other person or entity who uses or benefit from use of the Terminal, and/or whose cargo, baggage or luggage, or goods are present on or pass through the Terminal. "Facility User" shall be deemed to include Facility User and Facility User's respective affiliates, partners, officers, directors, agents, employees, invitees, contractors, and/or subcontractors.

**5. Stevedore:** the term "Stevedore" refers to the company or individual engage to perform vessel loading and/or unloading services, including cargo and/or stores, or actually engaged in performing the vessel loading and/or unloading operations of cargo and/or stores, including embarkation or disembarkation of passenger and their baggage/luggage and shall be deemed to include the Stevedore's respective affiliates, parent, and related companies, and each of their respective officers, directors, agents, employees, representatives, successors, and assigns.

**B. Abbreviations:**

\$	-Currency	%	-Percent
Cont'd	-Continued	CU FT	-Cubic Foot
CWT	-Hundred weight or per 100 pounds	DWT	-Deadweight Ton
FMC	-Federal Maritime Commission	GRT	-Gross Registered Ton
LOA	-Length Overall	LBS	-Pounds
ISO	-International Standards Organization	MT	-Metric Ton
NOS	-Not Otherwise Specified	O/T	-Other Than
		NOIBN	-Not otherwise Indicted by Name

**C. Symbols:**

(A)	Denotes Increase	(D)	Denotes Deletion
(B)	Denotes Decrease	(E)	Expiration
(C)	Denotes Change in Wording which results in neither increase nor decrease in rates or charges	(R)	Denotes Reduction
(I)	Denotes New or Initial Matter	(N)	Reissued Matter
		(G)	General Increase or Decrease

**ITEM 102: Ad Valorem Clause and Limitation of Liability (C)**

The Terminal Operator, and Stevedore for the services performed under this Schedule, assume no liability for any losses, injury or damage or non-delivery or mis-delivery or cross-delivery to freight or cargo handled or transshipped through the Terminal, including, but not limited to loss or damage caused in whole or in part by strike, fire, water, actions of the elements and weather, theft, *force majeure*, act of public authority, act of public enemy, riot, civil commotion, war or

act of war or any other similar cause, or for any loss from causes beyond its control. Under such conditions, Terminal Operator and Stevedore may suspend or reduce services without responsibility for any claim by vessel or others arising out of such circumstances.

The Terminal Operator and/or Stevedore shall be liable only for loss or damage resulting from its failure to exercise ordinary care in performing the services and affording the facilities or any other activities or goods that a Terminal Operator or Stevedore provides in servicing the Facility User/customer's needs provided for herein. No provision contained in this schedule shall limit or relieve the Port of Philadelphia Marine Terminal Association, Terminal Operator, or Stevedore from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port or Philadelphia Marine Terminal Association, Terminal Operator, or Stevedore from liability for its own negligence.

**IN NO CASE, SHALL TERMINAL OPERATOR OR STEVEDORE, BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY, MIS-DELIVERY OR CROSS DELIVERY IN EXCESS OF USD \$500.00 PER PACKAGE, OR NONPACKAGED OBJECTS OR UNIT, INCLUDING STORES, OR USD \$100 PER PASSENGER FOR BAGGAGE, LUGGAGE AND PERSONAL EFFECTS, UNLESS THE SHIPPER, CONSIGNEE, PASSENGER, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVES, PRIOR TO COMMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES, DECLARES A HIGHER VALUE AND PAYS TERMINAL OPERATOR OR STEVEDORE, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES.**

In no event will the premium be less than 1% of the declared value. In such event, Terminal shall be liable for the full declared value of each such package or non-packaged object or unit for damage resulting from its failure to exercise due and proper care in performing the service or affording the facilities provided for here. Any increased declarations of value must be in writing and the applicable premium paid.

The term "package" shall include any van, ocean-going or over the road shipping container or other form of cargo utilization packaged for transportation, including if lashed on skids or pallets. The term "package" shall refer to the largest unit of cargo being handled. The term "non-packaged objects or unit" shall include, but not be limited to, individual steel plates, pipes and similar objects that are not connected, bound to, or packaged with other like items; vehicles; machines; engines; generators; cranes; tractors; heavy, farm, earthmoving and construction equipment; and like items, even if these objects or units are covered, concealed or prepared in some manner to facilitate handling or transportation, or have protective materials attached. In all events, the Terminal Operator and Stevedore's maximum liability will be limited to a maximum of \$500 for each "non-packaged object or unit" damaged or lost, with the exception of

passenger's luggage, baggage and personal effects, in which event the liability of Terminal Operator and Stevedore will be limited to \$100 per passenger or bag, whichever is less.

In no event will Terminal Operator or Stevedore be liable for damage to or loss of jewelry, cameras, medication, electronics, cash and valuables, nor for scratches, scuffs or dents to baggage/luggage.

Terminal Operator and Stevedore will be entitled to all limitations and protections afforded in the ticket contract between a passenger and cruise line or shipping company transporting the passenger. In the event that the terms of this tariff and the ticket contract differ, Terminal Operator and Stevedore are entitled to the more protective provision.

Since no attempt is made by the Terminal Operator or Stevedore to supply any protection from the elements, the Terminal Operator and Stevedore accept no liability or responsibility for any loss or damage that may occur to the cargo, stores, baggage or luggage remaining on the Terminal at any time, nor for injuries, damages, or delays caused by equipment, cranes, and/or operators of same leased by the Terminal Operator or Stevedore.

The remedies provided herein are exclusive and in lieu of all other remedies and the Terminal Operator's and/or Stevedore's liability referred to in this Schedule shall be the exclusive remedy against it/them for any claim or cause of action whatsoever relating to loss, damage and/or destruction of freight, cargo, stores, baggage/luggage and/or goods, and shall apply to all claims including inventory shortage and mysterious disappearance unless the Facility User/Customer and/or others making claim, proves by affirmative evidence that the Terminal Operator or Stevedore converted the freight, cargo or goods to its own use. Those making claim, for such loss waive any rights to rely upon any presumption of conversion or negligence imposed by law.

**THE TERMINAL OPERATOR AND STEVEDORE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WARRANTY OF WORKMANLIKE PERFORMANCE OR SERVICE) AND SPECIFICALLY DISCLAIM THE APPLICATION OF THE WARRANTY OF WORKMANLIKE PERFORMANCE OR SERVICE, AND ANY DUTY OR THEORY OF STRICT LIABILITY OR ABSOLUTE LIABILITY FOR LOSS OR DAMAGE TO VESSELS, LIGHTERS, BARGES, TRUCKS, VEHICLES, CARGO, STORES, BAGGAGE/LUGGAGE, OR GOODS, OR FOR SERVICES PERFORMED.**

Under no circumstances will the Terminal Operator or Stevedore be liable for any type of vessel charges, including demurrage, delay, truck demurrage, rail demurrage, barge demurrage, detention, or waiting time.

Terminal Operator and Stevedore assume no responsibility and shall not be liable for incidental, special, punitive, or consequential damages.

Under no circumstances shall the Terminal Operator or Stevedore be liable for spoilage of cargo within a reefer container which is in their care, custody and/or control caused by an electrical shortage/ouage or the failure or malfunctioning of the reefer container itself or its refrigeration systems, as well as any failure of the electrical plug located at the Terminal Operator's facility.

Terminal Operator and Stevedore expressly disclaim that it is a common carrier or the application to it, its employees, or agents of any duty applicable to a common carrier or based upon any theory of strict liability.

Acceptance for use of any facility owned or operated by Terminal Operator is an acknowledgement that the Terminal is fit and proper for the dockage of the vessel and the receipt and/or storage of the cargo and is a recognition that the cargo landed or contained in such facilities is at the risk and expense of the cargo owner. Any funds owed to Terminal Operator or Stevedore for services cannot be withheld to offset or satisfy claims against the Terminal Operator or Stevedore for loss of damages.

Any carrier docking at the facility agrees that the terms of the bills of lading, passenger ticket contract, or other contract of carriage applicable to the transportation of the cargo or passenger will afford the Terminal Operator, Terminal, and Stevedore of all defenses available to the carrier, including but not limited to the defense of the one-year for time for suit provisions afforded under the passenger ticket contract and the United States Carriage of Goods by Sea Act and the \$500.00 per package limitation for loss or damage to cargo under COGSA. In the event that the Bill of Lading does not include such protective provisions then it is agreed that the rights of the cargo owner, and the vessel owner, operator or charterer, consignee and or their agents against the Terminal Operator, Terminal and Stevedore are waived and such parties accept that such a provision will be applicable as if the limitation was present in the Bill of Lading or other contract of carriage.

Terminal Operator and Stevedore will be entitled to the lesser of the limitation of damages provided in this Terminal Schedule, or as provided in the carrier's bill of lading or other contract of carriage or other agreement, whichever is less.

In instances where the Terminal Operator or Stevedore is acting as a warehouseman and/or is storing or handling the stores, baggage/luggage or goods, other than when engaged in stevedoring, notwithstanding, the \$500.00 per package limitation referenced above, this Schedule shall act as the handling/storage agreement for the goods and in the event of loss, damage or destruction to goods for which the Terminal Operator or Stevedore is legally liable, the Terminal Operator's and Stevedore's liability shall be limited to the lesser of the following: (1) the actual cost of replacing, or reproducing the lost, damaged, and /or destroyed goods together with transportation costs to warehouse, (2) the fair market value of the lost, damaged and/or destroyed goods on the date of the loss or the date notification of the loss, damage or destruction is made,

whichever is less, (3) 10 times the monthly storage charge applicable to such lost, damaged and/or destroyed goods, (4) \$0.10 per pound for said lost, damaged, and/or destroyed goods, not shipped or stored in bulk; (5) \$10 per long ton for bulk cargo, or (6) \$10 per package or non-packaged unit. Provided, however that if the Facility User/customer, shipper, consignee, passenger, trucker, railroad, or other inland carrier, or their representatives, prior to the commencement of such services, or within a reasonable time from when the goods are delivered to or received by Terminal Operator declares a higher value and pays to the Terminal Operator, in addition to the other charges for such services as herein set forth, a premium computed at not less than one percent (1%) of the declared value of each package or non-packaged object, the Terminal Operator shall be liable for the full declared value of each such package or non-packaged object for damage resulting from its failure to exercise due care in performing the services or affording the facilities provided for herein.

As a condition precedent to making any claim and/or filing any suit, Facility User shall provide Terminal Operator and Stevedore with a reasonable opportunity to inspect the goods, stores, and baggage/luggage which are the basis of the claim.

Disputes with Terminal Operator and/or Stevedore shall be governed by the laws of the state where the Terminal is located or services are provided, without regard to conflict of laws provisions, unless preempted by federal maritime law. Any claim or dispute you may have against the Terminal Operator and/or Stevedore shall be exclusively resolved only by a court of competent jurisdiction located in the county where the Terminal is located or services provided, to the exclusion of all other courts and jurisdictions. Facility User/Customer explicitly submits itself to the personal jurisdiction of this court.

Unless an express notice of loss, non-delivery, mis-delivery, cross-delivery and/or damage, along with a description of the general nature of such loss, non-delivery, misdelivery, cross-delivery or damage is given in writing to the Terminal Operator and Stevedore at the time of the removal of the goods, or at the time the goods should have been removed into the custody of the person entitled to delivery thereof, the removal shall be *prima facie* evidence of delivery of the goods by the Terminal Operator and/or Stevedore in good order and condition, or in the order and condition as noted on the delivery documents. Should the loss, non-delivery, misdelivery, cross-delivery or damage not be apparent, the above notice must be given in writing to the Terminal Operator and/or Stevedore within three (3) days of the date of delivery or the date the goods should have been delivered.

**NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY FACILITY USER/CUSTOMER OR OTHERS AGAINST TERMINAL OPERATOR OR STEVEDORE WITH RESPECT TO THE GOODS, STORES, OR BAGGAGE/LUGGAGE UNLESS A CLAIM HAS BEEN FILED WITH THE TERMINAL OPERATOR AND/OR STEVEDORE WITHIN 90 DAYS FROM RECEIPT OR DELIVERY OF THE CARGO, STORES, OR**

BAGGAGE/LUGGAGE BY THE TERMINAL OPERATOR OR STEVEDORE, OR ACTUAL NOTICE OR KNOWLEDGE OF LOSS OR DAMAGE TO THE CARGO, STORES, BAGGAGE OR LUGGAGE WHICHEVER IS EARLIER AND UNLESS FACILITY USER/CUSTOMER HAS PROVIDED TERMINAL OPERATOR WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS, STORES, BAGGAGE OR LUGGAGE AS PROVIDED IN THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER FACILITY USER/CUSTOMER LEARNS OF, OR IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS, INJURY, OR DAMAGE OR NON-DELIVERY OR MIS-DELIVERY OR CROSS-DELIVERY TO THE GOODS.THE FORM OF NOTICE GIVEN SHALL BE IN THE FORM ATTACHED HERETO.

#### CLAIMS AGAINST THE SOUTH JERSEY PORT CORPORATION

The Port Corporation is an agency of the State of New Jersey and its liability is governed by the New Jersey Tort Claims Act. N.J. Rev. Stat. § 59:1 – 1 *et seq.* To the extent this Schedule and the Act may be inconsistent, the Act shall be controlling except as to the limitation of liability provisions, for which the terms of this Schedule shall be applied.

#### **ITEM 103: Open Piers**

Acceptance for use of an open pier by a stevedore, vessel charterer or owner, or receiver of goods, is a recognition of an implied fact that cargo landed on such pier is at the risk and expense of the cargo owner. Since no attempt is made by the Terminal Operator or Stevedore to supply any protection from the elements, the Terminal Operator and Stevedore accept no liability or responsibility for any loss or damage that may occur to the cargo remaining on the pier at any time, nor for the injuries, damages, or delays caused by equipment, cranes, and/or operators of same leased by the terminal. (Subject to Rule 34.1, Item 109 herein.)

#### **ITEM 104: Terminal Not Public Thoroughfare and Authorized Personnel**

The Terminal property is not a public thoroughfare and all persons, equipment, or vehicles entering thereon do so at their own risk. The terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person, equipment, or vehicle for any reason whatsoever.

Only authorized personnel possessing a Transportation Worker Identification Credential (TWIC) card engaged in Port and vessel related activities are permitted within fenced areas of the Terminal.

**ITEM 105: Shipper's Requests and Complaints**

Shipper's requests and complaints shall be promptly and fairly considered by the Association provided that they are first submitted in writing to Secretary or the Association at the Address listed below:

Stephen J. Galati, Secretary  
Port of Philadelphia Marine  
Terminal Association  
c/o Mattioni, Ltd.  
Federal Reserve Bank Building  
100 N. Independence Mall West,  
Suite 5A, NW  
Philadelphia, PA 19106  
(215) 629-1600

**ITEM 106: Cargo Without Dock Receipt**

Cargo that arrives at a terminal without a dock receipt shall not be accepted. It shall be the responsibility of the Carrier, or other agent for the cargo, to present a dock receipt to the terminal operator before any service is performed.

**ITEM 107: Hazardous Cargo**

In order to comply with U.S. Department of Transportation regulations (CFR 49 Parts 100-199, particularly Part 172), the following data is required for delivery of hazardous cargoes to the terminals in the Philadelphia area.

- (1) Complete shipper's name and address, and where possible the telephone number for emergencies.
- (2) Carrier's name and address.
- (3) Complete consignee's name and address, which should include the overseas port of destination on exports.
- (4) Proper DOT shipping name. This is the technical name of the chemical involved and such must be as listed in the Code of Federal Regulation Title 49-Part 172.101. Use an applicable description in 172.200 through 172.203.
- (5) Hazardous class of the material being shipped.
- (6) Kinds and number of containers and individual weights or total weight.
- (7) Labels required.

- (8) Shipper's certification. A shipper's certification must appear on every Bill of lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

This certification is to be accompanied by a legible signature of the person certifying the same.

- (9) Properly documented special instructions, exceptions, or exemption information, if required.

All of the above must be complied with or the shipment will not be received by the terminal operators who are members of this Association.

**ITEM 108: Services Not Otherwise Provided For**

Nothing contained herein shall be construed as requiring a Terminal Operator or Stevedore to perform without charge any service not specifically provided for herein. The charge for any such service shall be mutually agreed upon.

**ITEM 109: Verified Actual Gross Mass**

Those utilizing the Terminal Facilities and/or shipping cargo through the Terminal Facilities in a container subject to the SOLAS Container Weight Verification Requirements, warrant to the Terminal Operator and Stevedore that the full container weight has been verified in accordance with the requirements of the law/regulation, and, in the event there is any failure to comply with the law/regulation, will defend, indemnify and hold harmless the Terminal Operator and Stevedore from the consequences of the failure to comply with the law/regulation. Terminal Operator and Stevedore reserve the right, but not the obligation, to refuse to handle or load a container for which it reasonably believes the requirements of the law/regulation have not been met. Notwithstanding the above, the Terminal Operator and Stevedore by loading a container onto a vessel does not warrant that the requirements of the law/regulation has been met.

**ITEM 110: Liens and Costs of Collection**

Any and all services performed on the terminal, or by Terminal Operator and/or Stevedore, including interest on unpaid service, shall give rise to a lien in favor of Terminal Operator and Stevedore against the vessel, container, chassis, cargo, or any other tangible or intangible property whatsoever (the "Collateral"). Terminal Operator and Stevedore shall have lien on

Collateral even where the Collateral is not within their custody or control. Terminal Operator's and Stevedore's lien shall also extend to other property of the Facility User/Customer, even if the unpaid obligations and/or charges are in relation to other goods, and including to satisfy unpaid obligations both with respect to Collateral or with respect to other services and property.

Facility User/Customer agrees that all invoices are due and payable upon presentation. Further, Facility User/Customer agrees to pay LATE CHARGES which are computed at the rate of TWO PERCENT per month (24% per annum) applied to all invoices that are dated prior to one full monthly accounting cycle. Should collection become necessary, Facility User/Customer agrees to pay a COLLECTION FEE equal to ONE THIRD (1/3) of all invoice balances plus late charges, court costs and other expenses that may be expended by Terminal Operator, and/or Stevedore and/or its attorneys during the collection process. In any event, the minimum fee shall be One Thousand Dollars (\$1,000.)

**ITEM 111: Responsibility For Damages To Terminal And Equipment**

Facility Users/Customers shall be responsible for all damage resulting from the use of Terminal Operator's and Stevedore's property and facilities. Terminal Operator and Stevedore reserve the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Stevedore's equipment and terminal property and facilities including damages to docks, piers, bulkheads, wharves, cargo, containers, and their contents if loaded; equipment, rail, shop facilities, water, heat, light, etc., and hold any relevant Facility User or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. Terminal Operator and Stevedore may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees.

**ITEM 112: Payment Of Charges And Extension Of Credit**

All charges for services rendered under this Terminal Schedule will be invoiced to the applicable Facility User as determined by Terminal Operator and Stevedore. Invoices covering charges as issued are due and payable upon presentation. Any invoice remaining unpaid for 15 days after the invoice date will be delinquent and interest shall accrue on such outstanding amounts at the lesser rate between the cumulative rate of 1.5% per month and the highest interest rate permitted under the applicable law of the state in which the terminal is located. Should collection become necessary, Facility User/Customer agrees to pay a COLLECTION FEE equal to ONE THIRD (1/3) of all invoice balances plus late charges, court costs and other expenses that may be expended by Terminal Operator, and/or Stevedore and/or its attorneys during the collection process. In any event, the minimum fee shall be One Thousand Dollars (\$1,000). Unless

otherwise specifically agreed, cargo will not be received, handled, or delivered unless charges are prepaid or credit has been established.

The applicable Facility Users shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

**ITEM 113: Billing Disputes**

Questions regarding the validity of invoices or charges in dispute must be submitted in writing to Terminal Operator and Stevedore within ten (10) days after the presentation of the invoice. Invoices not disputed in writing within this ten (10) day period will be deemed accepted without dispute by the invoiced party. In the case where an invoice is in dispute in part, the undisputed amount of the invoice is to be paid in full.

**ITEM 114: Force Majeure**

**Item 114(a) Definition**

“Force Majeure” means any cause or event reasonably beyond the control of the Parties, including (but without limiting the generality of such term): act(s) of God, perils of the sea, fire, delay of the performing vessel arising from breakdown or adverse weather, accidents at, closing of, or restrictions upon the use of mooring facilities, docks, ports, pipelines, harbors, railroads, or other navigational or transportation mechanisms, natural disasters (such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightening), war (declared or undeclared), military operations, blockade, revolution, riots, acts of piracy, acts of sabotage, disruption or breakdown of or explosions or accidents to wells, storage plants, refineries, pipelines, terminals, machinery or other facilities, trade restrictions, strike, lockouts, or a dispute or difference with workers, labor shortage requests, good faith compliance with any orders or actions, whether voluntary or involuntary, of any Government Authority, or by any Person purporting to represent a government, whether lawful or otherwise, or any other cause of a similar nature as described herein not reasonably within the control of the respective Parties.

**Item 114 (b) Effect of Force Majeure.**

A Party shall not be liable if it is delayed, hindered, interfered with, curtailed, prevented or rendered unable by an event of Force Majeure from performing in whole or in part any obligation or condition under the Tariff or other agreement in effect (except for any payment and indemnification obligations), for so long as the event of Force Majeure exists and to the extent that performance is hindered by the event of Force Majeure; provided, however, that it shall use commercially reasonable efforts to avoid or remove the event of Force Majeure. Notwithstanding the foregoing, it shall not be compelled to resolve any strikes, lockouts, or other industrial disputes other than as it shall determine to be in its best interests. During the period its performance of its obligations under the Tariff or other agreement has been suspended in whole or part by reason of an event of Force Majeure, the Facility User/Customer likewise may suspend

the performance of all or part of its obligations to the extent that such suspension is commercially reasonable, except for any payment and indemnification obligations arising prior to the occurrence of such Force Majeure event.

**Item 114 (c) Notice.**

If the event of Force Majeure delays, hinders, interferes with, curtails, prevents, or renders unable either Party, in whole or in part, to carry out its obligations under the Tariff or other agreement in effect, such Party must give the other Party notice and reasonable detail in writing as soon as practicable after the occurrence of the causes relied upon, or give notice by telephone and follow such notice with a written confirmation within forty-eight (48) hours.

**Item 114 (d) Termination.**

In the event that the period of total suspension due to a Force Majeure event shall continue in excess of thirty (30) consecutive days from the date that notice of such event is given, and so long as such event is continuing, either Party, in its sole discretion, may terminate such affected transaction by written notice to the other Party, and neither Party shall have any further liability to the other Party in respect of such transaction except for the rights and remedies previously accrued.

**ITEM 115: Safe Berth/Approach**

Terminal Operator will exercise ordinary care to provide a safe berth and safe approach to the berth but does not warrant or guarantee a safe berth or a safe approach to its berth. The vessel shall be considered in the berth's approach only when it is making its final direct approach to the berth from the edge of the navigable channel maintained by the U.S. Army Corps. of Engineers ("navigable channel") most closely adjacent to the face of the berth, or at the location where duly licensed docking pilots normally exit the navigable channel to dock at the berth with vessels of similar size and configuration. Notwithstanding, the approach to the berth begins no further than one ship's length from the face of the terminal wharf. A vessel shall not be considered to be in the approach to the berth unless it is under the control of a licensed docking pilot and in the process of docking or undocking. Upon exiting from the berth, the vessel shall no longer be considered to be in the approach/exit once it reaches a distance of one ship's length from the face of the Terminal wharf or the navigable channel, whichever is closer.

**ITEM 116: GOVERNMENT AND/OR MILITARY CARGO**

The terms of this tariff shall not apply to Military Cargo. Where commodities are moved or handled for the Military Surface Deployment and Distribution Command, or other U.S. Government or Military agency, under a Stevedoring and Related Terminal Services Contract, or similar contract (S&RTS), the terms of the S&RTS shall apply, with this Terminal Schedule having no force and effect.

## **ITEM 117: INDEMNITY AND DEFENSE**

1) Every Facility User/Customer shall defend (using legal counsel acceptable to the Terminal Operator and Stevedore), indemnify, and hold harmless the Terminal Operator and Stevedore from and against, and reimburse the Terminal Operator and Stevedore for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Terminal Operator and/or Stevedore and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following:

- a. Any act, omission, or negligence of the Facility User;
- b. Any use, occupation, management, or control of any portion of the Terminal by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring at the Terminal;
- c. Any breach, violation, or nonperformance of the regulations, rules, and terms of this tariff, including any Costs associated with claims that the Facility User hindered, delayed, disrupted, damaged, or otherwise interfered with the operations or property of the Terminal Operator, Stevedore, or any other Facility User;
- d. Any damage caused by the Facility User on or to the Terminal facility or other property within the Terminal; or
- e. Any spill, release, or discharge of pollution, invasive species, or hazardous materials into the air, land, groundwater, surface water or sediments at or in the vicinity of any of the Terminal that are associated with or relate to, or are caused by, the Facility User, including but not limited to the Facility User's vessels, equipment, or operations.

## **ITEM 118: INSURANCE**

1) Charges published in this Schedule do not include any expense of fire, storm, or other cargo insurance covering the owner's interest in the cargo nor will such insurance be provided by the Terminal Operator or Stevedore under their policies.

2) Every Facility User and any other party using the Terminal shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the Terminal. The following is the minimum insurance coverage that must be secured:

- a. Workers' Compensation Insurance (Including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under federal and state

statutes for all the Facility User's or other party's employees performing their work.

b. Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$2,000,000 per occurrence.

c. Commercial General Liability including coverage for products/completed operations and personal and advertising injury and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, and any other insurance required by state and federal law, as applicable, with separate limits in an amount not less than \$5,000,000 for each coverage, on a per occurrence basis. Coverage should include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in or about any vessels being loaded or unloaded by a Facility User or other party at the Terminal and other adjoining areas.

d. Automobile Liability, including owned and non-owned vehicles with a \$2,000,000 per person limit for bodily injury, a \$2,000,000 limit per incident and a property damage limit of \$2,000,000 per incident.

e. Pollution Legal Liability of \$3,000,000 per loss and \$6,000,000 annual aggregate.

f. Any insurance not otherwise mentioned hereunder which is customary and/or reasonable in the Facility User's or other party's business, in amounts that are reasonable under the circumstances.

g. Every party shall submit to the Terminal Operator and Stevedore, upon request, certificates of insurance as evidence of the required coverage. Such insurance shall provide that the Terminal Operator and Stevedore are to be given thirty (30) days' prior written notice of any cancellation. Such insurance shall be primary and shall not seek contribution from any insurance or self-insurance carried by the Terminal Operator and/or Stevedore. Failure of the Terminal Operator or Stevedore to request the proof of insurance as required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this Tariff.

## **ITEM 119: LIMITATION OF LIABILITY TO VESSELS AND INDEMNITY FROM VESSELS AND CARGO INTERESTS (C)**

For purposes of this Item, “vessel(s)” shall mean ships, boats, barges or watercraft of any kind or description.

All vessels delivered to the Terminal Operator or Stevedore for loading and/or unloading or which are berthed at the Terminal Operator’s facility, or for which services are provided by the Stevedore are subject to the following terms and conditions.

Delivery of a vessel to the Terminal constitutes acceptance of these terms and conditions by the owner, charterer, manager and/or operator of the vessel, the party delivering the vessel, the party ordering its delivery and/or the party ordering its loading/unloading by the Terminal Operator or Stevedore.

### **1) Acceptance of the Terminal**

a) The design, construction, condition and fitness of the terminal and its appurtenances, including bollards, cleats, and other mooring devices, fenders and structures are open and obvious and delivery of a vessel to the Terminal constitutes acceptance and approval of the design, construction, condition and fitness by the owner, charterer, manager and/or operator of the vessel, the party delivering the vessel, the party ordering its delivery and/or the party ordering its loading/unloading by the Terminal Operator or Stevedore.

b) The owner, charterer, manager and/or operator of the vessel, the party delivering the vessel, the party ordering its delivery and/or the party ordering its loading/unloading by the Terminal Operator or Stevedore, shall be strictly liable for all damages caused to the pier structure or its appurtenances, including fenders, bollards, cleats and other mooring devices directly caused by the vessel or vessel operations, or occurring as a result of or by virtue of the vessel’s presence at the Terminal and/or the loading or discharging of cargo at the terminal.

### **2) Limitation of Liability as to all Vessels and Indemnity from Cargo Interests for Damages Caused by Insufficiency of Packing or Other Fault:**

a) In no event shall the Terminal Operator or Stevedore be liable for any damage to vessels, cargo, stores, or baggage/luggage in the loading, off-loading and/or unloading of same and all handling incident thereto that is caused directly, or indirectly, in whole or in part, by insufficiency in the loading, stowage, packing, and/or packaging of the cargo, stores or baggage/luggage and/or failure to supply proper handling instructions for the cargo, stores or baggage/luggage or other negligence, fault, or breach of contract or

warranty. The vessel owner, charterer and operator, shipper, consignor, consignee, cargo owner and passenger shall defend, indemnify and hold harmless the Terminal Operator and Stevedore, their officers, agents and employees and all related entities and their officers, agents and employees from and against any and all claims, demands, actions, losses, and damages, including, but not limited to, claims for personal injury or death, claims for loss of or damage to vessels, and claims for property loss or damage of any kind or description, including, but not limited to, pollution or environmental damage, and all expenses, including attorney's fees and costs, arising from or in any matter related to any such claims, demands, actions, losses, and damages caused by or related to improper loading or stowage, insufficiency of packing or packaging of the goods for loading, off-loading, unloading, and/or storage and all handling incident thereto and failure to supply proper handling instructions for the cargo, stores or baggage/luggage and any other fault, negligence, or responsibility of shipper, consignor, consignee, passenger, and owner of the cargo or stores..

b) The Terminal Operator and/or Stevedore shall not, in any event, be or become liable for any loss or damage to vessels in an amount exceeding the lesser of the amount charged by the Terminal Operator for the stevedoring services or the actual costs of repairs to the vessel. In no event shall the Terminal Operator or Stevedore be liable for any damage to vessels unless said damage results solely from the failure of the Terminal Operator to exercise due care in performing the services contracted for.

c) The Terminal Operator and Stevedore shall not in any event be responsible for special or consequential damages, including without limitation damages for or arising from delay, extra expense, loss of sale(s), loss of contract(s), loss of charter, loss of hire, loss of profits, loss of market value, and loss of use whether resulting from negligence, breach of this Contract by the Terminal Operator or Stevedore, failure to discharge cargo, delay in loading or discharge of cargo, stores, baggage or luggage, damage to vessels, and any other cause, and even if the possibility of such special or consequential damages or damages from delay were foreseeable to the Terminal Operator or Stevedore or were made known to the them. Under no circumstances will the Terminal Operator or Stevedore be liable for any type of vessel demurrage or waiting time.

### 3) Indemnity from Facility User and Vessels:

a) The Facility User, and vessel and her owner(s), charterer(s), manager(s), and/or operator(s) shall be responsible for and shall defend, indemnify and hold harmless the Terminal Operator and Stevedore, their officers, agents and employees and all related entities and their officers, agents and employees from and against any and all claims, demands, actions, losses, and damages, including but not limited to, claims for personal injury or death, claims for loss of or damage to cargo, and claims for property loss or

damage of any kind or description, including, but not limited to, pollution and/or environmental damage and damage to property of the Terminal Operator and/or Stevedore, and all expenses, including attorney's fees and costs, arising from or in any manner related to the negligence or fault of the Facility User, the negligence or (un)seaworthiness of the vessel and/or her crew and/or the failure of the vessel's equipment, machinery, and/or appurtenances, and defects and deficiencies in the cargo or its packaging, or arising from the inherent nature of the cargo/goods, including its hazardous nature, but nothing herein shall relieve the Terminal Operator or Stevedore from liability for its own negligence or impose upon any other party the obligation to indemnify or hold harmless the Terminal Operator or Stevedore from liability for its own negligence.

#### **ITEM 120: Disclaimer Of Liability For Data and/or Privacy Breaches**

No data transmissions can be guaranteed to be 100% secure. Consequently, Terminal Operator and Stevedore cannot guarantee or warrant the security of any information transmitted to it/them and all transmission is done at the User/Customer's own risk. Terminal Operator and Stevedore do not guarantee the security of the portal or the services or the prevention from loss of, alteration of, or improper access to, account information or data held in its computer systems.

Terminal Operator and Stevedore disclaim and will not be responsible for any liabilities, claims, damages and causes of action arising out of or related to any security breach, loss of data, including private data, or irreparable damage (including but not limited to monetary and reputation) that occurs as a result of the transmittal of information to it, the holding of information by it, or the use of its/their website.

Terminal Operator and Stevedore will not be liable for any loss of damage caused by a malicious attack, virus or other technologically harmful material that may infect User's/Customer's computer equipment, computer programs, data, or other proprietary material due to your use of Terminal Operator and Stevedore's website or the services obtained through the website or the downloading of any material posted on its/their website or on any website linked to it. Terminal Operator and Stevedore assume no responsibility for any improper or incorrect use of information contained on its/their website.

To the maximum extent permitted by law, under no circumstances shall Terminal Operator and Stevedore, their officers, directors, employees, subsidiaries, or affiliated companies be liable for any direct, indirect, incidental, special, consequential, or punitive damages, such as, but not limited to, loss of revenue, loss of anticipated profits, goodwill, diminution of value, business interruption costs, or any other intangible losses arising out of damage from any security breach or any other security intrusion.

### **ITEM 121: Disclaimer Of Liability For Consequential Damages**

In no event shall Terminal Operator and Stevedore be held liable for any direct, indirect, incidental, special, exemplary, or consequential damages or injury however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way. Such limitation includes damages arising from the use of Terminal Operator and Stevedore's website, or the providing of personal and confidential information to it/them, even if advised of the possibility of such damage or injury. This disclaimer of liability applies to all claims for damages or injury, including, but not limited to, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, or unauthorized access to or alteration of data, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

### **ITEM 122: Disclaimer Of Warranties/Accuracy Of Data/External Links/Duty To Continue Provision Of Data**

The data found on the Terminal Operator and Stevedore's website or other sources is produced from sources believed to be reliable. However, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability, or usefulness of any information. Information contained on the Terminal Operator and Stevedore's websites is provided on an "as is" basis. All warranties of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, freedom of contamination by computer virus and non-infringement of proprietary rights ARE DISCLAIMED.

### **RULE: 34.2 – DOCKAGE**

#### **ITEM 201: Assignment of Berth**

Vessel berthing will be assigned according to availability. Vessels are to move or vacate the Terminal facilities at the direction of the Terminal Operator. When necessary for the operators of the Port, the Terminal Operator may order a vessel to move at the vessel's expense. Any vessel that is not moved promptly upon notice to do so may be shifted, and any expense, costs, idle cost for labor and equipment, damage to vessel or other vessels, or to the dock, during such removal shall be charged to such vessel and/or the Facility User. Vessels berthing at the Terminal shall, at all times, have on board sufficient personnel to move said vessel for the protection of the ships and the Port.

#### **ITEM 202: Definition**

**Dockage:** the term "dockage" means the privilege of berthing or making fast to the wharf or to a vessel tied up to the wharf, or any chain of such vessels, and shall be charged against the vessel, its owners, or operators in accordance with the rates and charges hereinafter specified.

**ITEM 203: Dockage Assessment :**

Dockage will be assessed against Facility User and vessel, its owners, or operators on the basis of the highest net registered tonnage of the vessel for the period the vessel remains at the berth or tied up to a vessel tied up to the wharf, or any chain of such vessels. The period of time for which dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel or chain of vessels so berthed and shall continue until such vessel has completely vacated such berth.

**ITEM 204: Rates (G)**

**(A) Self-Propelled Vessels:**

**(1) Working Status:** Working Status shall apply to all vessels during the period that any cargo operations are being performed, including loading, discharging, shoring, lashing, fitting, cleaning, or where labor has been hired for such work. (G) Sixty-Four Cents (\$0.64 ) per net registered ton per 24-hour period or fraction (with the exception of the first four hours of the last 24-hour period, which will be pro-rated on an hourly basis) thereof, with a minimum charge of Two Thousand Six Hundred Nineteen Dollars and Fifty-Nine Cents (\$ 2,619.59) shall be assessed against all vessels berthed at a pier, while on working status. (G)

**(2) Idle Status:** Idle Status shall apply to all vessels which berth at a pier for the purpose of any cargo operations, as set forth in (1) above. Idle status shall cover the period of time prior to the commencement of cargo operations, as set forth in (1) above, and the period of time subsequent thereto. Fifty-Three Cents (\$0.53 ) (G) per net registered ton per 24-hour period, or fraction (with the exception of the first four hours of the last 24-hour period, which will be pro-rated on an hourly basis) thereof, with a minimum charge of Two Thousand Three Hundred Ten Dollars and Sixty-One Cents (\$ 2,310.61) (G) shall be assessed against all vessels on idle status with the exception that:

Any Vessel that arrives at a pier or remains at a pier in excess of seventy-two (72) hours prior to the commencement of cargo operations or subsequent to the completion of cargo operations shall be assessed the lay-up berth rate referred to in (3) below for all time prior to or subsequent to the said seventy-two (72) hour period. (G)

**(3) Lay-Up Status:** Lay-up status shall apply to all vessels that berth at a pier for any purpose not covered by (1) or (2) above. For the first 30 days, the rates per 24-hour period or fraction (with the exception of the first four hours of the last 24-hour period, which will be pro-rated on an hourly basis) shall be assessed as follows:

- a. Vessels under Six Hundred feet (600') LOA, Two Thousand Three Hundred Ten Dollars and Sixty-One Cents (\$2,310.61 );
- b. Vessels of Six Hundred feet (600') or over and less than Eight Hundred feet (800') LOA, Two Thousand Nine Hundred Twenty-Seven Dollars and Twenty-Three Cents (\$2,927.23 );

- c. Vessels of Eight Hundred feet (800') or over and less than One Thousand feet (1000') LOA, Three Thousand Five Hundred Forty-Three Dollars and Eighty-Five Cents (\$3,543.85 );
- d. Vessels of One Thousand feet or over (1000') LOA, Four Thousand One Hundred Thirty-Six Dollars and Seven Cents (\$4,136.07 ).

If the vessel is to be in lay-up for a period in excess of 30 days, the above rates shall apply unless an agreement as to a different rate is reached.

All vessels on lay-up status must comply with all appropriate rules and regulations of federal, state, and local agencies having jurisdiction over such vessels. (G)

**(4) Method of Determining Net Registered Tonnage.** For the purpose of the rates set forth in (1), (2), and (3) above, Lloyd's Register of Shipping Measurements shall be used in determining net registered tons. Dockage shall be assessed against the vessel, its owners, or operators on the basis of the highest net registered tonnage of the vessel.

**(5) Availability of Berths:** All vessels, which are not being worked, shall be required to vacate their berths upon notice from the terminal operator. Any vessel that is not moved promptly upon notice to so move, may be shifted and any expenses involved, damage to vessels or to the pier during such removal, shall be charged to the vessel. (Subject to Rule 34.1, Item 109 herein).

**(B) Non-Self-Propelled Vessels:**

**(1)** A charge of Five Dollars and Thirty-Seven Cents (\$5.37 ) per foot of length with a minimum charge of Eight Hundred Eighty Dollars and Twenty-Three Cents (\$880.23 ) per 24 hour period or fraction (with the exception of the first four hours of the last 24 hour period, which will be pro-rated on an hourly basis) thereof, shall be assessed against seagoing and/or inter-port barges berthing or making fast to the wharf, pier, or dock for the purpose of loading, and/or discharging cargo directly to or from the pier. (G)

**(2) Lay-up Status:** A charge of Three Dollars and Six Cents (\$3.06 ) per foot or length with a minimum charge of Seven Hundred Sixty-Nine Dollars and Seventy-Five Cents (\$769.75 ) per 24 hour period or fraction (with the exception of the first four hours of the last 24 hour period, which will be pro-rated on an hourly basis) thereof, shall be assessed against seagoing and/or inter-port barges berthing or making fast to the wharf, pier or dock solely for the purpose of lay-up status. (G)

**(C) SECURITY FEE**

All vessels in lay-up or inactive status, with no cargo operations, will also be charged a security fee of two percent (2%) of the dockage fee applied to that self-propelled or non-self-propelled vessel.

## **RULE 34.3 – WHARFAGE AND TRANSFER FEES(G)**

### **ITEM 301: Definitions**

**A. Wharfage:** the term “wharfage” refers to a charge against a self-propelled vessel, a non-self-propelled vessel, and/or the cargo owner for the privilege of receiving cargo for a vessel or for loading or discharging cargo to or from the vessel or embarking or disembarking passengers while docked at the wharf or pier, or while connected to another vessel, or chain of vessels, which is docked at a pier or wharf.

**B. Net Ton:** the term “net ton” refers to 2,000 lbs. One net ton shall be equal to 0.907 metric tons, and one metric ton shall be equal to 1.1023 net tons.

**Note I:** The Wharfage charges listed will also be assessed against the vessel and/or the cargo owner when cargo, which is initially intended for discharge at a terminal covered by this schedule, is discharged at another port and transported by truck or rail to a terminal covered by this schedule or when cargo is received at a terminal covered by this schedule for loading on a vessel and due to the cancellation of the vessel’s call the cargo is transported by truck or rail to another port.

**Note II:** Determination of volume under ITEM 302(A) shall be based on accumulative tonnage in a calendar year.

**C. Transfer Fee:** The term “transfer fee” or “transfer rates” refers to a charge when cargo is transferred directly between a vessel docked at the pier or wharf and another vessel, or between vessels in the berth, or to/from a vessel into the water, without being landed on the dock or pier. This fee will be assessed against both the originating vessel and the receiving vessel.

### **ITEM 302: Wharfage Rates (G)**

- (A)** Cargo measuring up to and including 10 cubic feet per net ton:
- |                       |   |
|-----------------------|---|
| 0-10,000 tons:        | \$3.90 per net ton (\$4.29 per MT). (G) |
| 10,000 – 25,000 tons: | \$3.13 per net ton (\$3.41 per MT). (G) |
| Over 25,000 tons:     | \$2.25 per net ton (\$2.48 per MT). (G) |
- (B)** Cargo over 10 cubic feet/net ton and up to and including 80 cubic feet/net ton: \$3.90 per net ton (\$4.30 per MT). (G)
- (C)** Cargo in excess of 80 cubic feet/net ton of 2,000 lbs.: \$2.97 per measurement ton of 40 cubic feet. (G)

### **Exceptions:**

- (1)** Passenger type automobiles:
- |                 |                       |
|-----------------|-----------------------|
| 0 – 4,000 lbs.: | \$8.25 per automobile |
|-----------------|-----------------------|

4,001 – 8,000 lbs.:	\$120.20 per automobile
8,001 lbs. and higher:	\$35.08 per automobile

- (2) Trucks, tractors, and other wheeled vehicles: \$32.92 per vehicle. (G)
- (3) Bulk dry cargo: shall be charged at the rate of Two Dollars and Seventeen Cents (\$2.17 ) per net ton (\$2.39 per MT). (G)
- (4) Containers (loaded or empty): \$3.90 per net ton (\$4.30 per MT). (G)

**ITEM 303: Transfer Rates**

- (A) Rates for Transfers between vessels shall be 50% of the applicable Truck Loading Rate.
- (B) Rates for Transfers between vessels and the water shall be 50% of the applicable wharfage rate.

**RULE 34.4 – FREE TIME ON IMPORT CARGO**

**ITEM 401: Definition**

**Free Time:** the term “free time” refers to the period allowed for the removal of cargo from a pier before wharf demurrage charges apply. As used herein, free time refers only to the removal of import cargo, discharged from a vessel to a pier.

**ITEM 402: Free Time Period**

Five days free time, exclusive of Saturdays, Sundays and the Holidays listed below, and any other national Holidays, as may be proclaimed by executive authority, will be allowed for the removal of inbound cargo, except as listed below, and with the exception of property of such a special nature as to require earlier removal because of local ordinances or other governmental regulations, or because piers are not equipped to care for such property for such period. Free time as indicated below will be allowed on the following cargo:

- (a) Ten days for tea, green coffee beans, cocoa beans, cocoa press cake, cocoa powder, cocoa butter, and chocolate liquor.
- (b) Two days for containerized refrigerated cargo or containers that are required to be heated, with the exception of self-sustaining nitrogen gas fueled containers, which will be allowed five (5) days free time.
- (c) Fresh fruit, excluding bananas and fruit requiring refrigeration, three days of free time commencing after cargo is discharged.
- (d) Containers/Multiple containers, Five days free time for containers that are not refrigerated or heated (for refrigerated or heated containers see Item 402(b))

above). Where there are more than 20 containers for one consignee, from one vessel, seventeen (17) days of free time will be allowed, provided the consignee removes at least fifteen (15) containers from the Terminal during the first five (5) days of free time period. If the consignee does not remove fifteen (15) or more containers during the said five (5) day free time period, all containers discharged for that consignee remaining at the Terminal shall be subject to wharf demurrage at the end of the said five (5) day period at the rates set forth in Rule 34.6 under exceptions 3(a) and (b). When fifteen (15) or more containers are removed during the said five (5) day free time period, all containers discharged for that consignee remaining at the Terminal after the said seventeen (17) day period shall be subject to a wharf demurrage at the rates set forth in Rule 34.6, under exceptions 3(a) and 3(b).

- (e) Wood products – ten days on lots of greater than 1,000 short tons to one consignee or receiver.

**Note I:** Holidays applicable at Joseph Balzano Terminal and Broadway Terminal:

New Year’s Day	Juneteenth (3 <sup>rd</sup> Friday In June)	Day After Thanksgiving
Martin Luther King, Jr. Day	Independence Day	Christmas Eve
President’s Day	Labor Day	Christmas Day
Good Friday	Veterans Day	
Memorial Day	Thanksgiving Day	

**Note II:** Holidays applicable at Tioga Marine Terminal:

New Year’s Day	Juneteenth	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Christmas Day
President’s Day	Labor Day	
Memorial Day	November Election Day	

When one of the above Holidays falls on Sunday, the following Monday will be considered a Holiday in the application of free time.

Cargo on which free time is not allowed:

- (a) Cargo in Bulk
- (b) Animals and Birds
- (c) Bullion and Treasure
- (d) Dangerous and Hazardous Cargo
- (e) Jewelry, Precious Stones, etc.

**ITEM 403: Commencement of Free Time**

Free time will commence at 8:00 a.m. of the first day following the completion of a vessel's discharge. However, if the first day is a Saturday, Sunday, or Holiday, the free time will commence at 8:00 a.m. of the first business day thereafter.

**ITEM 404: Expiration of Free Time**

Free time will expire at 5:00 p.m. of the final day (NOT including Saturdays, Sundays, and Holidays, but including the day of commencement), after the commencement thereof as set forth Item 403 above.

**ITEM 405: Inability of Terminal Operators to Provide Cargo During Free Time**

In the event the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the free time period and the Terminal Operator should be unable to make available to the consignee or owner of such cargo or portion thereof, the free time shall be extended to a period equal to the duration of the Terminal Operator's inability to make the cargo available. The Terminal Operator assumes no responsibility for furnishing chassis or bogies for delivery of containers.

**ITEM 406: Terminal Operator's Right to Store Cargo, And/or To Remove Cargo From Terminal and Storage Charges After Ninety (90) Days**

Cargo not removed from the piers within the free time period may at any time thereafter, at the option of the Terminal Operator, be moved into storage at another location within the terminal, with the risk and expense of the move, and the storage charges thereafter (at the Wharf Demurrage Rate), being the responsibility of the Facility User/Customer.

Unless otherwise agreed by Terminal Operator, all Cargo must be removed from the Terminal within 90 days after discharge. Cargo that remains on the Terminal in excess of 90 days after discharge, will be subject to and charged a storage rate of three times (3X) the Wharf Demurrage Rate until removal. All charges shall be assessed and collected before the cargo is removed from the terminal.

After the expiration of the ninety-day period, the Terminal Operator shall have the option to remove the Cargo from the Terminal, or to sell the cargo, with all risk and expense to be for the account of the Cargo, and any net proceeds being used to pay all accrued charges and expenses.

**RULE 34.5 - FREE TIME ON EXPORT CARGO**

**ITEM 501: Definitions**

**A. Free time:** the term "free time" refers to the period allowed for the removal of cargo from the terminal facility before wharf demurrage charges apply. As used herein, free time refers only

to the removal of cargo for export to foreign or domestic ports, which is loaded from a terminal facility to a vessel.

**B. Consolidated Shipments:** as used in this section, “consolidated shipments” means shipments that are made up of commodities from two or more supply points and that move under a single bill-of-lading to overseas consignees.

**ITEM 502: Free Time Period**

Free time on export cargo shall be ten (10) days (exclusive of Saturdays, Sundays, and legal Holidays) except as listed in sub-paragraphs A and B below: (See Rule 34.5 Notes I & II below in this Schedule for current list of legal Holidays.)

- A.** Upon the request of the U.S. Government to the participating Terminal Operator, free time not to exceed fifteen (15) days (exclusive of Saturdays, Sundays, and legal Holidays) may be granted. This exception shall apply only to commodities shipped for the account of the U.S. Government.
  
- B.** On consolidated shipments, upon the request of export shippers or their agents to the participating Terminal Operator, consolidation time not to exceed five (5) days (exclusive of Saturdays, Sundays, and legal Holidays) may be granted in addition to the ten (10) days free time provided above. Cargo upon which such consolidation time has been granted shall be designated on dock receipt and on other appropriate shipping documents as “hold-on dock for consolidation”. Cargo not so designated and cargo not actually consolidated on piers will not be entitled to the grant of consolidation time.

**Note I:** Holidays applicable at Joseph Balzano Terminal and Broadway Terminal:

New Year’s Day	Juneteenth (3 <sup>rd</sup> Friday In June)	Day After Thanksgiving
Martin Luther King, Jr. Day	Independence Day	Christmas Eve
President’s Day	Labor Day	Christmas Day
Good Friday	Veterans Day	
Memorial Day	Thanksgiving Day	

**Note II:** Holidays applicable at Tioga Marine Terminal and Pier 124:

New Year’s Day	Memorial Day	November Election Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving Day
President’s Day	Labor Day	Christmas Day

When one of the above Holidays falls on Sunday, the following Monday will be considered a Holiday in the application of free time.

**ITEM 503: Commencement of Free Time**

Free time on export cargo shall commence at 12:01 a.m. on the day after the said cargo is received at the terminal facility and terminate at 11:59 p.m. on the final day of free time. Consolidated time on export cargo shall commence at 12:01 a.m. on the day following the last day and terminate at 11:59 p.m. on the final day of consolidation of time.

**ITEM 504: Expiration of Free Time**

At the expiration of the free time period, or if consolidation time has been granted, the consolidation time period for demurrage charges as set forth in Rule 34.7 of this schedule shall be assessed.

**EXCEPTION: Assembly Free Time – Export – Outbound Project Cargo**

Cargo not subject to weather damage, destined for export movement or outbound coastwise or intercoastal movement, may be assembled and held free of wharf demurrage and storage for forty-five (45) consecutive calendar days, for delivery to vessels at wharves or piers of the participating terminals of this Association.

Free time shall begin the first 8:00 a.m. after placement of cargo on the pier. Free time accorded under the provisions of this item will be subject to the availability of suitable open ground storage space and the permission of the participating Terminal Operator for use of such space in advance of the arrival of the cargo. If the vessel has not arrived at the wharf or pier before the expiration of such free time, storage charges agreed upon between the shipper and the Terminal Operator at the time permission to store is granted, shall be levied, beginning on the first 8:00 a.m. after expiration of free time for assembling cargo, but shall cease when the vessel reports ready to receive cargo.

**RULE 34.6 - WHARF DEMURRAGE ON IMPORT CARGO (G)**

**ITEM 601: Definition**

**Wharf demurrage:** the term “wharf demurrage” means a charge against the cargo if the cargo remains on the pier after the expiration of free time. As used herein, wharf demurrage applies to import cargo. Saturdays, Sundays, and Holidays shall be included in computing demurrage. (see Rule 34.5 Notes I & II of this Schedule).

**ITEM 602: Rates Except as Noted Below (G)**

(a) The following rates shall apply for cargo measuring up to and including 80 cubic feet/net ton of 2,000 lbs.:

(1) \$9.60 per MT for the first period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)

- (2) \$15.98 per MT for the second period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)
  - (3) \$24.48 per MT for the third period and each period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 for each period. (G)
- (b) The following rates shall apply for cargo measuring from 81 to 300 cubic feet/net ton of 2,000 lbs.:
  - (1) \$13.05 per MT for the first period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)
  - (2) \$24.22 per MT for the second period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)
  - (3) \$33.81 per MT for the third and each succeeding period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 for each period. (G)
- (c) The following rates shall apply for cargo measuring in excess of 300 cubic feet per net ton of 2,000 lbs.
  - (1) \$28.22 per MT for the first period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)
  - (2) \$50.86 per MT for the second period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)
  - (3) \$74.29 per MT for the third and each succeeding period of five calendar days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 for each period. (G)

**Exceptions:**

- (1) Passenger type automobiles: \$4.13 per automobile per day. (G)
- (2) Trucks, Tractors, and other wheeled vehicles: \$41.89 per vehicle per day. (G)
- (3) Loaded containers:
  - (a) Containers measuring up to twenty feet: \$47.87 per day for each day or fraction thereof after the expiration of free time. (G)

(b) Containers measuring in excess of twenty feet: \$64.30 per day for each day or fraction thereof after the expiration of free time. (G)

(c) Refrigerated containers measuring up to and in excess of twenty feet: \$74.79 per day for each day or fraction thereof after the expiration of free time. (G)

(4) Fresh fruit, excluding bananas and fresh fruit requiring refrigeration: \$0.40 per 100 lbs. for the first two days or fraction thereof after the expiration of free time. Minimum charge is \$119.08 . (G)

\$0.61 per 100 lbs. for each day after the above first two days after the expiration of free time. Minimum charge is \$119.08 per day. (G)

**Note:** The Terminal Operator reserves the right to measure all cargo.

**Partial Shipments:** When only part of a shipment covered by a bill-of-lading becomes subject to demurrage charges and it is not possible to ascertain exact weight or measurement of such part shipment, the determination of weight or measurement of cargo subject to demurrage charges shall be arrived at by dividing the total number of packages stated in said bill-of-lading into the total weight or measurement, as freighted, and applying the mean average, so determined, to the number of packages remaining on the pier and subject to all wharf demurrage charges. All wharf demurrage charges that have accrued after the expiration of free time shall be assessed and collected.

#### **ITEM 603: Responsibility for Payments of Demurrage and Other Charges**

Except as otherwise provided above, demurrage and other charges specified herein, shall be for the account of the cargo. Demurrage and other charges shall be due and payable as they accrue. The Terminal Operator has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

#### **RULE 34.7 - WHARF DEMURRAGE ON EXPORT CARGO (G)**

##### **ITEM 701: Definition**

**Wharf demurrage:** the term “wharf demurrage” is a charge assessed against the cargo or the vessel, as set forth herein, if export cargo remains on the pier after the expiration of free time or consolidation time.

##### **ITEM 702: Rates (G)**

(a) The following rates shall apply for cargo measuring up to and including 80 cubic feet per net ton of 2,000 lbs.:

- (1) \$6.12 per MT, per day, or fraction thereof, for the first five (5) calendar days, after the expiration of free time. Minimum charge is \$74.79 . (G)
  - (2) \$7.72 per MT, per day or fraction thereof, for the next five (5) succeeding days. Minimum charge is \$74.79 . (G)
  - (3) \$8.79 per MT, per day or fraction thereof, for each succeeding day. Minimum charge is \$74.79 per day. (G)
- (b) The following rates shall apply for the cargo measuring in excess of 80 cubic feet per net ton of 2,000 lbs.:
- (1) \$0.19 per cubic foot, per day or fraction thereof, for the first five (5) calendar days after the expiration of free time. Minimum charge is \$74.79 . (G)
  - (2) \$0.20 per cubic foot, per day or fraction thereof, for the next five (5) succeeding days. Minimum charge is \$74.79 . (G)
  - (3) \$0.22 per cubic foot, per day or fraction thereof, for each succeeding day. Minimum charge is \$74.79 per day. (G)

**Partial Shipments:** When only part of a shipment covered by a bill-of-lading becomes subject to demurrage charges and it is not possible to ascertain exact weight or measurement of such part shipment, the determination of weight or measurement of cargo subject to demurrage charges shall be arrived at by dividing the total number of packages stated in said bill-of-lading into the total weight or measurement, as freighted, and applying the mean average, so determined, to the number of the packages remaining on the pier and subject to demurrage charges.

**Note I:** Saturdays, Sundays, and Holidays shall be included in computing demurrage. (See Item 502 Notes I and II for list of current Holidays.)

**Note II:** No demurrage shall be assessed after the vessel has commenced to load.

**Note III:** The Terminal Operator reserves the right to measure all cargo.

**Note IV:** All wharf demurrage charges that have accrued after the expiration of free time shall be assessed and collected.

**ITEM 703:** Assessment of Charges

Except as provided below, demurrage charges shall be for the account of the cargo:

- (a) When the vessel, for any reason, fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed in successive periods for the account of the vessel until the vessel commences to load.

- (b) In case of vessel cancellation, cargo on free time, or if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subjected to first-period demurrage assessed against the vessel commencing on the day when the cargo was received at the terminal facility and terminating on the said announced date of sailing unless the export shipper on or before that date has another vessel designated for loading, removes the cargo from the terminal, or elects storage if same is provided.
- (c) If the export shipper takes none of the actions mentioned in sub-paragraph (b) above, demurrage charges in successive periods shall be assessed against the export shipper after the vessel's liability for demurrage has expired. Such demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another vessel designated, the free time and consolidation time periods set forth herein and the wharf demurrage charges set forth herein shall apply, with the free time for the other vessel commencing on the date that the export shipper has the other vessel designated.
- (d) The announced date of sailing shall be that date or dates appearing in the Journal of Commerce or this Shipping Digest, or any other appropriate publication of general circulation, as, from time to time, may be designated in this schedule.

**ITEM 704: Assessment of Wharf Demurrage Charges During Terminal Tie-ups**

When the loading of cargo into a vessel is prevented by reason of the pier facility or facilities being immobilized, in all or in part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the Terminal Operator or water carrier, cargo affected thereby shall be granted additional time free of demurrage to cover the delay if the cargo is on free time or consolidation time when such condition arises.

**ITEM 705: Identification of Vessel**

At the time export cargo is received by the pier facility, a dock receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and, except for cargo designated on dock receipts or other appropriate shipping documents as "hold-on-dock for consolidation", shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing paragraphs.

**ITEM 706: Transfer of Ownership of Cargo for Export**

The transfer of ownership of cargo for export after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

**ITEM 707: Removal of Export Cargo From Terminal Prior to Loading on Vessel**

- A. Subject to the provisions of Item 703, if export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to demurrage rules and charges set forth above. Said charges shall be assessed from the day the cargo was received at the terminal facility to the day of its removal therefrom.
- B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by the Terminal Operator as a consequence thereof.
- C. Exception to the foregoing provisions shall be reported, via the Terminal Association, to the Federal Maritime Commission.

**ITEM 708: Responsibility For Payment of Demurrage and Other Charges**

- A. Except as otherwise provided above, demurrage and other charges specified herein, shall be for the account of the cargo.
- B. Demurrage and other charges shall be due and payable as they accrue.
- C. The Terminal Operator has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility.
- D. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

**RULE 34.8 - RAILROAD CARLOADING AND CAR UNLOADING (G)**

**ITEM 801: Definitions**

- A. **Railroad car loading:** the phrase “railroad car loading” refers to the removal of cargo from the terminal facility and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier or the party ordering the service performed where the Railroad is not responsible for the car loading charge.
- B. **Railroad Car Unloading:** the phrase “railroad car unloading” refers to the removal of cargo from a railroad car and placing it on the terminal facility. The charge for railroad car unloading shall be assessed against the rail carrier or the party ordering the service performed where the Railroad is not responsible for the car unloading charge.
- C. **Usage:** the term “usage” means the use of the pier, dock, wharf, or other terminal property by the rail carrier, it’s agents, servants and/or employees when it elects to perform its own railroad car loading and/or unloading. Rates for usage shall be assessed by the Terminal Operator.

## **ITEM 802: Rates (G)**

The rates set forth below are solely for the services of loading or unloading cargo to or from the cars at a terminal facility and are based on a net ton of 2,000 pounds. Rates are also provided on a per metric ton basis (1 net ton = 0.907 MT, 1MT = 1.1023 net tons)

- (a) Loading or unloading of bulk Freight to or from cars: \$31.40 per MT. (G)
- (b) Loading or unloading of freight to or from cars or covered piers and/or box cars on open piers and the loading or unloading of such freight to or from open top cars to or from an open pier where the said open top cars are not within reach of ship's tackle for direct transfer from cars to vessel or from vessel to cars: \$38.25 per MT (this rate does not cover crane hire where required). (G)
- (c) Loading or unloading of freight covered by (b) above, when pre-palletized or pre-skidded, and subject to conditions (1), (2) and (3) below: \$20.43 per standard unit; \$27.23 per oversized unit, \$13.14 per MT for skidded coils, (G)
  - (1) Pre-palletized or pre-skidded cargo must be pre-palletized or pre-skidded to the satisfaction of the Terminal Operator and situated on the terminal facility or in the car so that it can be loaded into a car or unloaded from a car by the insertion of the Terminal's forklift truck blades under the pallet or skit without any necessity of shifting the cargo prior to such insertion.
  - (2) This rate applies only to freight in a box car, refrigerated car, or insulated car where the car is completely pre-palletized or pre-skidded.
  - (3) These rates do not include securement costs, which will be billed at time and materials.
- (d) Loading or unloading of freight covered by (b) above: \$12.65 per MT for non-skidded coils and wire rod.
- (e) Loading or unloading of bundled lumber to or from box cars; or to or from open cars on covered piers or to open cars from intermediate storage: \$56.90 per MT. (G)
- (f) Loading or unloading of newsprint in rolls: \$31.40 per MT. (G)
- (g) Import and export quantity shipments of steel and other metals – for loading and unloading open-top railroad cars, including gondola and flat cars. See Rule 34.11.
- (h) Loading or unloading of cocoa beans:
  - (1) Up to 700 bags per car: \$46.74 per MT. (G)
  - (2) In excess of 700 bags per car: \$48.39 per MT. (G)

- (i) Loading or unloading self-propelled vehicles, wheeled units, or mobile equipment (excluding passenger type automobiles) that can be driven on or off rail: \$100.15 per unit. (G)
- (j) Loading or unloading of containers at the terminal railroad ramp point (COFC): \$84.74 per container. (G)
- (k) Loading or unloading of trailers at the terminal railroad ramp point (TOFC): \$107.83 per trailer. (G)
- (l) Heavy lifts over 10,000 lbs.: Rates on Request.
- (m) Usage charge: \$21.30 per MT. (G)

**ITEM 803: Accessorial Services**

**A. Conditioning box cars for outbound loading of general cargo freight:**

- (1) Cleaning cars to put them in proper condition for outbound loading.
- (2) Supplying all labor and material for (i) paper lining car doors, or (ii) papering floor of car, or (iii) battening car doors.
- (3) Supplying side door protection for general cargo including labor and materials.

**B. Cleaning open top cars and all coopering, bracing, blocking, and chocking, except as specifically enumerated above.**

**Charges for the Above are as follows:** The prevailing rates per hour paid for similar labor in the city of Philadelphia at time services are performed, plus all fringe benefit funds, plus Social Security taxes and insurance, plus cost of material, plus 20% of the total of above items for overhead and supervision. The said current rates are also subject to all terms and conditions of applicable collective bargaining agreements.

**ITEM 804: Overtime and Holiday Work**

Rates named for loading and unloading, handling, and other labor are based on current labor costs for straight time, i.e., 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and Holidays contained in Rule 34.4 Notes I and II, prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime.

**ITEM 805: Railroad Car Demurrage**

**ITEM 806: Charges Payable**

All charges for any services rendered by the Terminal Operator for which credit is granted shall be due and payable within fifteen (15) days from the date of billing.

**ITEM 807: Cargo That Will Be Handled For Direct Transfer To or From Open Top Railroad Cars, Including Gondolas, and Flatcars (G)**

Subject to the completion of the necessary arrangements with the Terminal Operator involved prior to the arrival of the vessel, and provided the rail cars carrying the cargo listed below are at the pier at the time the particular cargo is loaded or discharged to or from the ship, the following cargo will be handled as Direct Transfer Cargo, as set forth herein:

- (a) Bulk dry cargo: Rate Upon Request
- (b) Heavy lifts of twenty-five net tons or more: Rate Upon Request
- (c) Packages or pieces of machinery or other cargo: Rate Upon Request
- (d) Steel sheets in coils: \$3.37 per MT). (G)

**Note I:** The cargo enumerated in (d) above, is subject to the following requirements: In order to qualify for direct transfer there must be (i) a minimum of one thousand tons, which is blocked stowed on a vessel; (ii) one shipper or consignee; (iii) no sorting required.

**Note II:** Any other cargo which is not enumerated above will not be accepted for Direct Transfer and will be handled on the pier in accordance with the rates, charges, rules, and regulations set forth in this Schedule.

**RULE 34.9 - TRUCK LOADING AND UNLOADING (G)**

With respect to cargo carried by truck; the loading and unloading of cargo shall be under the supervision of the driver of the truck, including but not limited to proper loading and securing while not exceeding documented height, weight, or length limitations. The Terminal Operator and Stevedore accept no responsibility for consequences arising out of the improper loading of any vehicle to heights, weights, or lengths in excess of capacity of the vehicle or in excess of local, state, or federal regulations, or for the securing of the load. Drivers shall be responsible for the safe operation of their vehicles. It shall be a primary duty of the trucking company and/or its drivers to take delivery of the cargo for which the trucking company entered the Terminal Operator's premises. The Terminal Operator shall not be responsible for any trucking costs resulting from the trucker taking other than their intended cargo from the Terminal Operator's premises.

**ITEM 901: Abbreviations**

OFBT – Open flatbed truck.

**ITEM 902: Application of Rates**

Rates contained herein are applicable to the service of loading or unloading freight carried by or consigned for carriage by common carriers by water in foreign, domestic, and/or interstate commerce and in commerce to and from territories and possessions of the United States onto or from trucks at any pier or waterfront terminal within the Port of Philadelphia and Vicinity where the participating Terminal Operator designated herein is operating.

The Port of Philadelphia and Vicinity includes the area from the Wilmington, Delaware, to Trenton, New Jersey, both inclusive.

**ITEM 903: Definitions**

- A. Truck Loading:** the phrase “truck loading” means the service of moving cargo from a place of rest on the pier, which is readily accessible to the truck, elevating the cargo onto the truck and loading of the cargo in the truck but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee’s pallets. The loading and stowing of cargo in the truck shall be under the supervision of the driver of the truck. The driver shall be solely and exclusively responsible for providing a fit and adequate truck to transport the cargo, to determine how the cargo should be loaded, positioned, or distributed, to provide sufficient dunnage, and for the chocking, securing, inspection, tarping, and other protection of the load, including from road hazards and weather.
- B. Truck Unloading:** the phrase “truck unloading” means the service of removing cargo from the body of the truck to a place of rest designated by the Terminal Operator and shall include sorting by Port. The unloading of cargo from a truck shall be under the supervision of the driver of the truck.
- C. Partial Loading or Unloading (Tailgate):** the phrase “partial loading or unloading”, commonly called “tailgate loading or unloading”, is defined as that loading or unloading which enables the pier operator through the use of a forklift truck and operator only to place, or remove, cargo onto or from the tailgate of a truck. Tailgate loading shall also be defined as such when, through the use of the pier operator’s platform or by removal of stakes or standards of flatbed equipment, the forklift operator is able to place the cargo either at a point of rest on the truck or in a position for further handling by personnel of the motor carrier. All other loading and/or unloading that requires more equipment and/or personnel than one forklift truck and operator per package or pallet shall be considered full loading or unloading.

**Note I:** The choice of partial or full loading and/or unloading shall be left to the discretion of the motor carrier, shipper, or consignee, provided the service requested comes within

the provisions of this definition. (These provisions shall not be construed as compelling the Terminal Operator to provide pallets.)

**Note II:** For full truck loading and unloading services, the Terminal Operator must be notified by 3:00 p.m. the day before a full work order is requested; otherwise, the necessary labor may not be available for these services.

**D. Loading and Unloading of Pre-palletized Cargo:** the term “pre-palletized cargo” means a consolidation of units of general cargo secured to a pallet to the satisfaction of the Terminal Operator. A pallet is a two-level platform, constructed of wood, metal, or other material, of sufficient strength to accommodate the cargo for which it is used, with at least 4-inch bearers between the two levels and open on at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides so that the unit forms a smooth block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved either as an export or an import shipment. Any palletization performed on the pier does not qualify for the pre-palletized rate. In order to qualify for the pre-palletized rate, the minimum weight or measurement of the pallet, and cargo shall be either 1,000 pounds or 64 cubic feet, and the maximum weight shall be 10,000 pounds.

**Note:** Bales or bundles, skidded machinery, iron, steel and other unfinished metals and glassware are not included in this definition. Cargo in excess of 10,000 pounds shall be billed at the heavy lift charges.

**E. Usage:** the term “usage” means the use of the pier, dock, wharf, or other terminal property by the trucker, shipper, or consignee, their agents, servants and/or employees, when it elects to perform its own truck loading or unloading. Rates for usage shall be assessed by the Terminal Operator.

**F. Direct Transfer:** the phrase “direct transfer” means the movement of the cargo specifically enumerated herein from an open truck or tank truck to a ship or vice versa. Rates for direct transfer shall be 50% of the otherwise applicable truck loading/unloading charge.

#### **ITEM 904: Right to Load or Unload Trucks**

A trucker, shipper, or consignee shall have the right to select one of the following services:

- (a) Full or partial (tailgate) loading or unloading or loading and unloading of pre-palletized cargo, which shall be performed by the Terminal Operator, his agents, servants, and employees at the rates set forth in Item 909 and subject to the rules, regulations, and practices contained in this section.
- (b) The trucker, shipper, or consignee, at its option, may perform the truck loading or unloading at the rate set forth in Item 909 and subject to the rules and regulations

contained in this section. The trucker, shipper, or consignee shall provide a truck or other vehicle which is adequate and suitable for safe loading or unloading.

**ITEM 905: Evidence of Insurance**

When the trucker, shipper, or consignee elects to perform its own truck loading and/or unloading it shall be required to file with the Secretary of the Association, a certificate of insurance showing proper coverage for legal liability for damage to pier property, cargo, and/or personal injuries in an amount of not less than \$1,000,000. No trucker, shipper, or consignee shall be permitted to perform any truck loading or unloading until such certificate has been filed with the Secretary. All mechanical loading or unloading equipment brought upon the pier by the trucker, shipper, or consignee shall meet the Coast Guard requirements.

**ITEM 906: Collection for Services Rendered**

- A. Unless the shipper or consignee shall have made definite arrangements with the Terminal Operator for the payment of loading or unloading charges, the trucker shall assume full responsibility for the payment of the charges for such services.
- B. Unless the shipper and/or consignee and/or trucker shall have made definite arrangements for credit, all charges shall be paid in cash by the driver who shall be given a receipt therefore.
- C. All charges for any services rendered by the Terminal Operator for which credit is granted shall be due and payable within fifteen (15) days from the date of billing.

**ITEM 907: Minimum Charge (G)**

The minimum charge for all truck loading and unloading services, including full, partial or tailgate, pre-palletized, and usage shall be Two Hundred Seventy-Six Dollars and Forty-Seven Cents (\$276.47 ) per truck. (G)

**ITEM 908: Overtime Charges**

Rates named for loading and unloading, handling, and other labor are based on current labor costs for straight time, i.e., 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and Holidays contained in ILA labor agreements for the Port of Philadelphia, prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime. (For list of Holidays see Rule 34.4 Notes I and II.)

**ITEM 909: Rates (G)**

- A. The following rates shall apply for cargo measuring up to and including 300 cubic feet per net ton of 2,000 lbs. The volume rate listed herein is for the said cargo that is in excess of 1,000 tons where there is one shipper, one consignee, and no sorting required.

	<b>Regular Rate</b>	<b>Volume Rate</b>
<b>(1) Partial or tailgate loading or unloading</b>	\$31.41 per MT	\$28.49
<b>(2) Full loading or unloading</b>	\$71.08 per MT	\$65.75 per MT

**B.** The following rates shall apply for cargo measuring in excess of 300 cubic feet per net ton of 2,000 lbs. The volume rate listed herein is for the said cargo which is in excess of 1,000 tons where there is one shipper, one consignee, and no sorting required.

	<b>Regular Rate</b>	<b>Volume Rate</b>
<b>(1) Partial or tailgate loading or unloading</b>	\$89.18 per MT	\$78.81
<b>(2) Full loading or unloading</b>	\$161.61 per MT	\$140.60 per MT

**C.** The following rates shall apply to the cargo below. The volume rate listed is for the said cargo which is in excess of 1,000 tons where there is one shipper, one consignee and no sorting required

	<b>Regular Rate</b>	<b>Volume Rate</b>
<b>(1) Loading or unloading pre-palletized cargo</b> (for definition of pre-palletized cargo see 903(d))	\$21.30 per MT	\$19.97 per MT
<b>(2) Skidded or unitized cargo, excluding bundles of random length lumber</b> (skidded or unitized as used herein means that cargo which is secured by straps or wire to bearers constructed of wood, metal or other material which are at least 4 inches in height).	\$21.30 per MT	\$19.97 per MT
<b>(3) Newsprint in rolls</b>	\$29.81 per MT	\$26.10 per MT
<b>(4) Waste paper in bales minimum Weight per bale of 1500 lbs.</b>	\$26.10 per MT	None
<b>(5) Full truck loading or unloading of cocoa beans</b>	\$86.00 per MT	None
<b>(6) Plywood and hardboard – flatbed trucks only.</b> The following rates will apply based on cumulative annual volume, per calendar year, to	<b>Tons</b>	<b>Rate</b>

the shipper or consignee responsible for truck loading charges

0 – 5,000	\$0.97 per 100 lbs. (\$21.38 per MT)
5,001 – 10,000	\$0.91 per 100 lbs. (\$20.06 per MT)
10,001 – 15,000	\$0.76 per 100 lbs. (\$16.75 per MT)
15,001 – 20,000	\$0.67 per 100 lbs. (\$14.77 per MT)
20,001 – 30,000	\$0.61 per 100 lbs. (\$13.45 per MT)
over 30,001	\$0.53 per 100 lbs. (\$11.68 per MT)

**(7) Doorskins and plywood van loading.** The following rates will apply based on cumulative annual volume, per calendar year, to the shipper or consignee responsible for truck loading charges (For tailgate apply rate in 909(A)(1) and definition of tailgate in 903(c)).

0 – 5,000	\$21.57 per MT
5,001 – 10,000	\$21.30 per MT
10,001 – 15,000	\$18.11 per MT
15,001 – 20,000	\$16.77 per MT
20,001 – 30,000	\$14.65 per MT
over 30,001	\$13.31 per MT

**(8) Truck loading or unloading of fresh fruit, including staging and excluding bananas:** \$26.55 per pallet

**Note I:** On 10 pallets or less of fresh fruit there will be a surcharge of \$115.56 per truck. (G)

**Note II:** The overtime rate for handling the above items including Note I will be a surcharge of fifty percent (50%) of the above rate.

D. Rates for direct transfer shall be 50% of the otherwise applicable loading/unloading rate.

**ITEM 910: Heavy Lift Charges – OFBT Only (G)**

<b>Pounds</b>	<b>Rate</b>
10,001 to 40,000 lbs.	\$51.13 per MT (G)
40,001 to 70,000 lbs.	\$57.78 per MT (G)
Over 70,000 lbs.	Rates upon Request

The handling of heavy lifts in excess of 10,000 lbs. for any single unit shall be subject to the completion of the necessary arrangements with the Terminal Operator and shall be limited to the capacity of the Terminal Operator’s equipment at that location. If the Terminal Operator has to hire extra equipment there shall be a special charge assessed against the party ordering the service. Except as otherwise noted herein, the schedule rates set forth herein for other than heavy lifts are applicable to single units weighing 10,000 lbs. or less.

**ITEM 911: Special Stowage of Trucks**

When the truck is loaded or unloaded in a manner that requires special stowage, handling, sorting, grading, or otherwise selecting the cargo for the convenience of the trucker, shipper or consignee, the Terminal Operator shall make an extra labor charge, in addition to the applicable schedule rate, with a minimum charge of one hour for the first hour or fraction worked. The balance of time worked to be computed and charged on the basis of each fifteen minutes or fraction thereof.

**ITEM 912: Services Not Otherwise Provided For**

Nothing contained herein shall be construed as requiring a Terminal Operator to perform without charge any service not specifically provided for herein. The charge for any service shall be mutually agreed upon.

**ITEM 913: Cargo That Will Be Handled For Direct Transfer (G)**

Subject to the completion of the necessary arrangements with the Terminal Operator involved prior to the arrival of the vessel and provided the trucks carrying the cargo listed below are at the pier at the time that the particular cargo is loaded or discharged to or from the ship, the following cargo will be handled as Direct Transfer Cargo, as set forth herein:

(a) Bulk dry cargo: Rate upon request.

(b) Heavy lifts of twenty-five net tons or more: Rate upon request.

(c) Packages or pieces of machinery or other cargo exceeding 600 cubic feet per package or piece: Rate upon request.

(d) Steel sheet in coils: \$3.37 per MT). (G)

**Note:** In order to qualify for direct transfer under (d) above there must be: (i) a minimum of one thousand tons, which is blocked stowed on a vessel; (ii) one shipper or consignee; and (iii) no sorting required. Any other cargo that is not enumerated above will not be accepted for Direct Transfer and will be handled on the pier in accordance with the rates, charges, rules, and regulations set forth in this Schedule.

**ITEM 914: Delivery Orders**

Delivery orders may not be prelodged and must be in the possession of the truck drivers. Where there are multiple deliveries to be made against an original delivery order, subsequent drivers must possess either a duplicate of the original delivery order bearing an original signature that is the same as the original delivery order, or a copy of the original delivery order with a covering letter on the trucking firm or broker's stationery bearing an original signature of a company official.

**ITEM 915: Receipt and Delivery of Truck Cargo by Appointment (G)**

A motor carrier shall be charged the sum of \$130.84 per truck in the event such motor carrier fails to keep an appointment on the day for which such appointment is granted. (G)

**RULE 34.10 – MISCELLANEOUS SERVICES**

**ITEM 1001 (G)**

- A. Opening and Closing Packages and/or Containers for inspection by Customs or any other governmental agencies: \$169.47 per package or container. (G)
- B. Assisting Customs or other governmental agencies in intensive wharf inspection of containers: Cost plus 15% (\$385.17 minimum charge). (G)
- C. Fruit terminal service charge: \$0.17 per case of fresh fruit. (G)
- D. Live cattle/livestock: \$4.92 per head. (G)

**ITEM 1002 (G)**

- A. Servicing of passenger type automobiles: \$92.45 per automobile. (G)
- B. Servicing of trucks, tractors, and other wheeled vehicles: \$130.97 per vehicle. (G)

**ITEM 1003: Export Motor Vehicles (G)**

Receiving export motor vehicles on the terminal: \$154.07 per vehicle. (G)

**ITEM 1004: Fresh Water (G)**

Fresh water supplied to vessels during regular work hours will be as follows: \$577.78 per connection plus \$4.19 per ton. (G)

**Note I:** If furnished on overtime, the required overtime hours will be charged.

**Note II:** When water is furnished on Saturdays, Sundays, or Holidays, there will be a minimum labor charge of four (4) hours in addition to regular charges as listed above.

**ITEM 1005: Handling Yachts or Sailboats (G)**

- A. Handling yachts or sailboats up to 50 feet from the pier to the water or from the pier to a truck: Rates upon request.
- B. Handling yachts or sailboats in excess of 50 feet from the pier to the water or from the pier to a truck: Rates upon request.
- C. Disposition of yacht cradles: \$770.35 per cradle. (G)

**RULE 34.11 - SHIPMENTS OF STEEL AND OTHER METALS (G)**

**ITEM 1101: Import and Export Shipments Loaded or Unloaded To or From the Pier, and To or From Flatbed Trucks (G)**

- A. On lots up to 500 tons (2,000 lbs. per ton) to one receiver or ultimate consignee where there is no sorting and no splitting of bills-of-lading:
  - (1) Steel sheets in coils, aluminum sheets in coils, tinplate in coils, with a minimum weight of 3,000 lbs.: \$10.12 per MT. (G)
  - (2) Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tinplate, copper and steel sheets with a minimum weight of 1,000 lbs. and all coils weighing less than 3,000 lbs.: \$13.57 per MT. (G)
  - (3) Plate, structural and aluminum ingots and sows, pipe and bundles of wire rods, rebar, tubing, boiler tubes, wire (excluding heading wire): \$22.63 per MT. (G)
- B. Lots from 501 to 1,000 tons (2,000 lbs. per ton) to one receiver or ultimate consignee where there is no sorting and no splitting of bills-of-lading will be handled by special arrangements with the terminal operator. Grouping or combining of individual bills-of-lading to one receiver or ultimate consignee for delivery as one lot will be permitted under this section.

The arrangements with the terminal operator must be made at least twenty-four hours prior to the arrival of the vessel from which the cargo is to be discharged.

(1) Steel sheets in coils, aluminum sheets in coils, tinplate in coils with a minimum weight of 3,000 lbs.: \$8.24 per MT. (G)

(2) Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tinplate, copper and steel sheets with a minimum weight of 1,000 lbs. and all coils weighing less than 3,000 lbs.: \$11.72 per MT. (G)

(3) Plate, structural and aluminum ingots and sows, pipe and bundles of wire rods, rebar, tubing, boiler tubes, wire (excluding heading wire): \$18.11 per MT. (G)

**C.** Lots from 1001 to 2,500 tons (2,000 lbs. per ton) to one receiver or ultimate consignee where there is no sorting and no splitting of bills-of-lading will be handled by special arrangements with the terminal operator. Grouping or combining of individual bills-of-lading to one receiver or ultimate consignee for delivery as one lot will be permitted under this section. The arrangements with the terminal operator must be made at least twenty-four hours prior to the arrival of the vessel from which the cargo is to be discharged.

(1) Steel sheets in coils, aluminum sheets in coils, tinplate in coils with a minimum weight of 3,000 lbs.: \$7.72 per MT. (G)

(2) Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tinplate, copper and steel sheets with a minimum weight of 1,000 lbs. and all coils weighing less than 3,000 lbs.: \$10.92 per MT. (G)

(3) Plate, structural and aluminum ingots and sows, pipe and bundles of wire rods, rebar, tubing, boiler tubes, wire (excluding heading wire): \$15.19 per MT. (G)

**D.** Lots in excess of 2,500 tons (2,000 lbs. per ton) to one receiver or ultimate consignee where there is no sorting and no splitting of bills-of-lading will be handled by special arrangements with the terminal operator. Grouping or combining of individual bill-of-lading to one receiver or ultimate consignee for delivery as one lot will be permitted under this section. The arrangements with the terminal operator must be made at least twenty-four hours prior to the arrival of the vessel from which the cargo is to be discharged.

(1) Steel sheets in coils, aluminum sheets in coils, tinplate in coils with a minimum weight of 3,000 lbs.: \$7.19 per MT. (G)

(2) Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tinplate, copper and steel sheets with a minimum weight of 1,000 lbs. and all coils weighing less than 3,000 lbs.: \$10.38 per MT. (G)

- (3) Plate, structural and aluminum ingots and sows, pipe and bundles of wire rods, rebar, tubing, boiler tubes, wire (excluding heading wire): \$13.83 per MT. (G)

**Note:** Import and export shipments loaded or unloaded to or from the pier, and to or from open-top railroad cars, including gondola and flat cars are subject to rates upon request.

**RULE 34.12 – PORT SECURITY FEE (G)**

The following Port Security Fees will be assessed against all cargo discharged, loaded, or moving through the Marine Terminals:

<b>Commodity</b>	<b>Security Fee</b>
Break Bulk	\$0.62 per MT (G)
Vehicles	\$0.56 per unit (G)
Full Containers – only	\$2.25 per container (G)
Liquid Bulk	\$0.24 per MT (G)
Dry Bulk	\$0.24 per MT (G)
Livestock	\$0.56 per unit (G)

**Note I:** Unless prior arrangements are made with the Terminal Operator, the parties responsible for the Port Security Fees are the same parties responsible for Wharfage.

**Note II:** For ships or barges in a lay-up or inactive status with no cargo operations, the applicable security fee will be 2.4% of the dockage fee charges against that ship or barge.

**RULE 34.13 – FUEL SURCHARGE, MISCELLANEOUS CHARGES- SERVICES AND RATES NOT OTHERWISE SPECIFIED.**

A. Fuel Surcharge

Effective September 1, 2022, A Fuel Adjustment Surcharge will be assessed for:

- Truck loading
- Rail Car loading

The surcharge will move up or down in direct relation to the cost of diesel fuel on the date of service, based on a \$3.00 per gallon price floor. The fuel surcharge will be established for each quarter in which the service is provided and will be based upon the most recent price for U.S. On-Highway Diesel Fuel Prices as published for the Central Atlantic Region, by the U.S. Energy Information Administration (<https://www.eia.gov/petroleum/gasdiesel/>) in the previous quarter (reference price).

The surcharge will be a one percent (1%) increase in the applicable rate for each ten (10) cents per gallon the reference price exceeds the price floor. There will be no surcharge where the fuel cost is at or below the price floor.

**B. Miscellaneous Charges-Services and Rates Not Otherwise Specified.**

Services and rates therefore not specifically provided in the Schedule of Charges shall be subject of special agreement with the Terminal Operator and/or Stevedore.

**RULE 34.14 – GATE FEE**

The Terminals reserve the right to levy upon every vehicle entering the terminal for the purposes of delivering or receiving cargo a gate fee, representing a charge for administrative costs associated with processing the vehicle and cargo at the gate, as well as security, terminal overhead and wear and tear on the facility

The Gate Fee is \$21.30 per vehicle.

The Gate fee charged for South Jersey Port Corporation marine terminals shall be paid to South Jersey Port Corporation. The Gate Fee charged for Tioga Marine Terminal is to be paid to Delaware River Stevedores.

**RULE 34.15 – SUSTAINABILITY, ENVIRONMENTAL, AND REGULATORY COMPLIANCE SURCHARGE (SERCS)**

A Sustainability, Environmental and Regulatory Compliance Surcharge (SERCS) is in place for the recovery of operating and capital costs related to the ongoing and increasingly complex sustainability, environmental and regulatory compliance requirements associated with the operation of marine terminals. The SERCS is not directly related to the costs of any specific customer account. Rather, the SERCS is based upon direct and indirect environmental and regulatory compliance costs incurred across the operation in order to increase the terminal's sustainability and compliance. The SERCS is for, among other things, to facilitate compliance with environmental regulations, upgrade of cargo handling equipment to use cleaner fuels with lower emissions, including as required by the Mobile Cargo Handling Equipment at Ports and Intermodal Rail Yards rule (N.J.A.C. 7:27-34), engineering, monitoring, and managing vehicle emissions, etc. The SERCS may be evaluated and changed periodically based upon periodic evaluations of companywide environmental and regulatory compliance costs. SERCS will be implemented on a per ton basis for all cargo moving through the terminal.

The SERCS rate is \$0.11 per metric ton.

[FORM 1]

**NOTICE OF CLAIM FOR DAMAGES AGAINST  
THE SOUTH JERSEY PORT CORPORATION**

Send To:

David Mayer, Executive Director & CEO  
South Jersey Port Corporation  
2 Aquarium Loop Dr. Suite 100,  
Camden, NJ 08103

THIS FORM MUST BE COMPLETED AND FILED WITH THE TERMINAL OPERATOR WITHIN 90 DAYS OF ANY ACCIDENT, LOSS, OR DAMAGE OR YOU WILL FORFEIT YOUR RIGHTS AGAINST THE TERMINAL OPERATOR PURSUANT TO THE TERMS OF THE APPLICABLE TERMINAL SCHEDULES

I. IDENTITY OF CLAIMANT:

A. Name:

B. Business Address and Mailing Address:

C. If notices and correspondence in connection with this claim are to be sent to a person other than the claimant, set forth:

1. Name and Address To Whom Notices And Correspondence Should be Sent

2. Relationship to claimant:
  - a) Attorney at Law  or
  - b) Explain Relationship :

## II. INCIDENT

### A. For The Occurrence, Incident or Accident That Gives Rise to This Claim:

1. Set Forth the Date and Time:
2. Describe the location or place of the accident, loss, or damage:
3. If a vessel was involved in any way with the accident, loss, or damage state:
  - a) Name of Vessel:
  - b) Flag of Vessel:
  - c) Name(s) and Current Address(es) of Owner and/or Owner Pro Hac Vice:
  - d) Name(s) and Current Address(es) of Vessel's Agent:
  - e) Vessel Details:
    - (1) Ship Type:
    - (2) Year Built:

- (3) Length:
- (4) Breadth:
- (5) Gross Tonnage:
- (6) Deadweight:
- (7) Call sign:
- (8) Ship's communication information:

- (a) Sat Telex:
- (b) Sat Phone:
- (c) Sat Fax:
- (d) Mobile:

- 4. Describe How The Accident Or Occurrence Happened: If More Space Is Needed To Adequately Describe The Incident, Please Use Additional Paper or The Reverse Side Of This Sheet.
- 5. State The Name And Address Of The Parties Or Agencies That You Claim Caused Your Damage.
- 6. State The Names Of The Terminal Operator's Employees, If Any, Whom You Claim Were At Fault, Including Any Information That Will Assist In Identifying And Locating Them.
- 7. State The Negligence Or Wrongful Acts Of The Terminal Operator And Its Employees That Caused Your Damages.
- 8. State The Name And Address Of All Witnesses To The Accident Or Occurrence.

9. State The Name Of All Police Officers And Police Departments Who Investigated This Accident.

III. NATURE OF CLAIM FOR DAMAGES (CHECK APPROPRIATE BLOCK(S)):

Personal Injury       Property Damage       Other - Explain In Detail:

If You Claim Personal Injury:

1. Describe Your Injuries Resulting From This Accident Or Occurrence.

2. Do You Claim Permanent Disability Resulting From This Injury?

Yes                       No

a) If Yes, Describe The Injuries Believed To Be Permanent.

3. For Each Hospital, Doctor Or Other Practitioner Rendering Treatment,

Examination, Or Diagnostic Service, State:

- a) Name Of Hospital, Doctor Or Other Facility:
- b) Address:
- c) Date Of Treatment Or Service:
- d) Amount Of Charge To Date:
- e) Amt. Paid Or Payable By Other Source Such As Insurance:

4. If You Claim Loss Of Wage Or Income, Set Forth:

- a) Name Of Employer:
- b) Address Of Employer:
- c) Your Occupation:
- d) Date You Became Employed:
- e) Rate Of Pay:
- f) Date Of Absence From Work:
- g) Total Loss Wages To Date:
- h) If Still Out, Expected Date Of Return:

5. Note: If Your Claimed Loss Of Income Arises From Self-Employment, Attach A Calculation Showing The Bases Of Your Calculation Of Lost Income.

6. Set Forth Any And All Other Losses Or Damage Claimed By You:

B. If You Claim Property Damage:

1. Describe The Property Damaged:
2. The Present Location And Time When The Property May Be Inspected:
3. Date Property Acquired:
4. Cost Of Property: \$
5. Value Of Property At Time Of Accident:
6. Describe The Damage:
7. Has The Damage Been Repaired?
  - a) If So, By Whom, When And What Were The Cost Of Repairs?
8. Attach Each Estimate Of Repair Costs To This Form

9. Set Forth In Detail The Loss Claimed By You For Property Damage.
10. Set Forth In Detail All Other Items Or Loss Or Damages Claimed By You And The Method By Which You Made The Calculation.
11. The Amount Of The Claim. \$
12. Have You Made A Claim Against Anyone Else For Any Of The Losses Or Expenses Claimed In This Notice?
- a) If Yes, Set Forth The Name And Address Of All Persons And Insurance Companies Against Whom You Have Made Such Claims:
13. Are Any Of The Losses Or Expenses Claimed Herein Covered By Any Policy Or Insurance?
- a) For Each Such Policy, State The Name And Address Of The Insurance Company, Policy Number And Benefits Paid Or Payable.
14. Have You Received Or Agreed To Receive Any Money From Anyone For The Damages Claimed Herein?

Y e s    N o

- a) If Yes, Set Forth The Detail Of Such Agreement.

#### **IV. Required Submissions**

**A. The Following Items Must Be Submitted With This Notice:**

1. Copies Of Itemized Bills For Each Medical Expenses And Other Losses And Expenses Claimed.
2. Full Copies Of All Appraisals And Estimates Or Property Damage Claimed By You.
3. Copies Of All Written Reports Of All Expert Witnesses And Treating Physicians.
4. A Letter From Your Employer Verifying Your Lost Wages, If Self-Employed, A Statement Showing The Calculation Of Your Claimed Lost Income.
5. Copies Of All Damage And Condition Survey Reports.
6. Copies Of All Photographs Of The Damages Property.
7. Identity Of Shipper, Carrier And Consignee.
8. Bills Of Lading Including Both Sides Of All Documents.

I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. THAT THE ATTACHED STATEMENTS, BILLS, REPORTS AND DOCUMENTS ARE THE ONLY ONES KNOWN TO ME TO BE IN EXISTENCE AT THIS TIME. I AM AWARE THAT IF ANY STATEMENT MADE HEREIN IS WILLFULLY FALSE OR FRAUDULENT, THAT I AM SUBJECT TO PUNISHMENT PROVIDED BY LAW.

CLAIMANT OR PERSON FILING  
ON BEHALF OF CLAIMANT:

DATE:

[FORM 2]

**SOUTH JERSEY PORT CORPORATION Hot Work Safety Program**

<b>OBJECTIVE:</b>	To establish minimum requirements for performing hot work during maintenance and construction activities.
<b>AUTHORITY:</b>	NFPA 51B, USCG Designated Waterfront Facility - 33CFR126.
<b>POLICY:</b>	All employees, volunteers, tenants, and contractors shall comply with the elements of the SJPC Hot Work Safety Program (see Procedures Section).
<b>RESPONSIBILITIES:</b>	Develop, maintain, distribute, and provide oversight in accordance with all applicable federal and state regulations, and best industry practices. SJPC staff and supervisors have the responsibility and authority to halt any unsafe practices not in accordance with this policy.  Departments- Comply with all policy and program elements.
<b>PROCEDURES:</b>	Any work involving; burning, welding, torch cutting, grinding where sparks are produced, soldering, or brazing

	in construction, maintenance and fabrication activities shall follow  SJPC Hot Work Safety Program.
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**Scope and Application:**

This program is designed to prevent injury and loss of property from fire or explosion as a result of hot work in all SJPC spaces, property, and activities.

It covers; welding, brazing, soldering, heat treating, grinding, powder-actuated tools, hot riveting and all other similar applications producing a spark, flame, or heat.

This program does not cover use of candles, laboratory activities, pyrotechnics or special effects, cooking equipment, electric soldering irons or torch-applied roofing (See NFPA 241).

All hot work performed by outside contractors shall be in conformance with NFPA 51B at a minimum.

Hot work operations in confined spaces require additional safeguards and arc addressed in the SJPC Confined Spaces Policy.

Hot work on and near building systems and piping may require additional safeguards.

## **Definitions:**

Competent Hot Work Supervisor (CHWS). For SJPC employees the CHWS shall have successfully completed competent person training and examination to be considered competent. For outside contractors the hot work supervisor shall be identified and the name provided to the project manager. The CHWS cannot be the hot work operator. Failure to properly adhere to SJPC Hot Work Procedures shall result in suspension of competent person authority and possible disciplinary action.

Designated Area. Permanent location designed for or approved by a CHWS for hot work operations to be performed regularly.

Hot Work. Any work involving welding, brazing, soldering, heat treating, grinding, powder-actuated tools, hot riveting and all other similar applications producing a spark, flame, or heat, or similar operations that is capable of initiating fires or explosions.

Hot Work Permit. A document issued by the SJPC and CHWS for the purpose of authorizing a specified activity.

Hot Work Operator. An individual designated by SJPC to perform hot work under the authorization of a CHWS.

Welding and Allied Processes. Those processes such as arc welding, oxy-fuel gas welding, open-flame soldering, brazing, thermal spraying, oxygen cutting and arc cutting.

## **Specific Responsibilities:**

### **Competent Hot Work Supervisor (CHWS)**

The CHWS is responsible for the safe operations of hot work activity under their supervision. These duties include:

- Establish permissible areas for hot work.
- Ensure that only approved apparatus, such as torches, manifolds, regulators and pressure reducing valves, are used.
- Ensure that all individuals involved in the hot work operations are familiar with SJPC Hot Work requirements.

- Ensure that all individuals involved in the hot work operations are trained in the safe operation of their equipment and the safe use of the process. These individuals must have an awareness of the risks involved and understand the emergency procedures in the event of a fire.
- Determine site-specific flammable materials, hazardous processes, or other potential fire hazards present or likely to be present in the work location.
- Ensure combustibles are protected from ignition by the following means:
  - Move the work to a location free from combustibles,
  - If the work cannot be moved, ensure the combustibles are moved to a safe distance or have the combustibles properly shielded against ignition,
  - Ensure hot work is scheduled such that operations that could expose flammables or combustibles to ignition do not occur during hot work operations.
  - **If any of these conditions cannot be met, then hot work must not be performed.**
- Determine that, fire protection and extinguishing equipment are properly located and readily available.
- Ensure sufficient local exhaust ventilation is provided to prevent accumulation of any smoke and fume.
- Ensure that a fire watch is posted at the site when:
  - Hot work is performed in a location where other than a minor fire might develop, or where the following conditions exist,
    - Combustible materials in building construction or contents are closer than 35 ft. to the point of hot work,
    - Combustible materials are more than 35 ft. away but are easily ignited by sparks.
    - Wall or floor openings are within 35 feet and expose combustible materials in adjacent areas. This includes combustible materials concealed in walls or floors.
    - Combustible materials are adjacent to the opposite side of partitions, walls, ceilings, or roofs and are likely to be ignited.

Where a fire watch is not required, the CHWS shall make a final inspection  $\frac{1}{2}$  hour after the completion of hot work operations to detect and extinguish possible smoldering fires.

## **Hot Work Operator (HWO)**

The hot work operator shall handle the equipment safely and perform work so as not to endanger lives and property. Specific duties include

- No hot work shall be conducted without specific written authorization from the CHWS via completion of the Hot Work Permit.
- The operator must cease hot work operations if unsafe conditions develop.
- The operator must notify the CHWS for reassessment of the situation in the event of suspected unsafe conditions or concerns expressed by affected persons.

## **Fire Watch:**

The fire watch is an individual posted in specific circumstances, as described above. The function of the fire watch is to observe the hot work and monitor conditions to ensure that a fire or explosion does not occur as a result of the work performed. The fire watch is authorized to stop any unsafe operation or activity. Specific duties and responsibilities include:

- Watch for fires, smoldering material or other signs of combustion.
- Be aware of the inherent hazards of the work site and of the hot work.
- Ensure that safe conditions are maintained during hot work operations and stop the hot work operations if unsafe conditions develop.
- Have fire-extinguishing equipment readily available and be trained in its use.
- Extinguish fires when the fires are obviously within the capacity of the equipment available. If the fire is beyond the capacity of the equipment, sound the alarm immediately.
- Be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- A fire watch shall be maintained for at least 1/2 hour after completion of hot work operations in order to detect and extinguish smoldering fires.
- More than one fire watch shall be required if combustible materials that could be ignited by the hot work operation cannot be directly observed by a single fire watch (e.g., in adjacent rooms where hot work is done on a common wall).

## **Hot Work Operational Requirements**

Hot work is allowed only in areas that are or have been made fire safe. Hot work may only be performed in either designated areas or permit-required areas, as defined by SJPC.

A designated area is a specific area designed or approved for such work, such as a maintenance shop or a detached outside location that is of noncombustible or fire-resistive construction, essentially free of combustible and flammable contents, and suitably segregated from adjacent areas.

A permit-required area is an area made fire-safe by removing or protecting combustibles from ignition sources.

Hot work is not allowed:

- In sprinklered buildings if the fire protection system is impaired
- In the presence of explosive atmospheres or potentially explosive atmospheres (e.g., on drums previously containing solvents)
- In explosive atmospheres that can develop in areas with an accumulation of combustible dusts (e.g., grain silos).

### **Hot Work Permit**

Before hot work operations begin in a non-designated location, a completed hot work permit prepared by the CHWS is required. Based on local conditions, the CHWS must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.

The following conditions must be confirmed by the CHWS before permitting the hot work to commence:

- Equipment to be used (e.g., welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
- The floor must be swept clean for a radius of 35 ft. if combustible materials, such as paper or wood shavings are on the floor,
- Combustible floors (except wood on concrete) must be
  - kept wet or be covered with damp sand. (note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or
  - be protected by noncombustible or fire-retardant shields.
- All combustible materials must be moved at least 35 ft. away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.
- Openings or cracks in walls, floors, or ducts within 35 ft. of the site must be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.
- If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.
- If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.

- Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.
- Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.
- Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.
- If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).
- Nearby personnel must be suitably protected against heat, sparks, and slag.

**Work Closeout:**

- A fire watch shall be maintained for at least 30 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.
- The CHWS shall inspect the job site 30 minutes following completion of hot work and close out the permit with the time and date of the final check.
- The completed Hot Work Permit shall be retained for 6 months following completion of the project.

# SOUTH JERSEY PORT CORPORATION

## HOT WORK PERMIT

The SJPC Hot Work Permit is required for any operation involving open flames or producing heat and/or sparks and must be completed by a Competent Hot Work Supervisor (CHWS) and posted at the site. Hot Work includes, but is not limited to Brazing, Torch Cutting, Grinding, Soldering, and Welding. If the required precautions cannot be met, Hot Work is not permitted.

<b>HOT WORK DONE BY (check one):</b>		
<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SJPC		
DATE:		
BUILDING NAME, BLDG #, ROOM #, LOCATION:		
NATURE OF JOB:		
NAME OF HOT WORK OPERATOR:		
I, undersigned below, verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for work.		
NAME OF COMPETENT HOT WORK SUPERVISOR (CHWS):		
Contact #		
PERMIT REQUEST	DATE:	TIME:
PERMIT EXPIRES	DATE:	TIME:
SIGNATURE OF CHWS:		

**APPROVAL**

Approved Signature:
Expiration Date:
Notes:

Fax to 856-757-4903 prior to 8:00 a.m. of Permit Request Date

**REQUIRED PRECAUTIONS CHECKLIST**

- Available sprinklers, hose streams, and extinguishers are in service/operable.
- Hot Work equipment in good repair. Requirements within 35 ft of work
- Floors swept clean of combustibles; Combustible floors wet down, covered with damp sand, metal or other shields.
- Remove other combustibles where possible. Otherwise protect with fire resistant tarpaulins, screens or shields.
- All wall and floor openings covered. Covers suspended beneath to collect sparks. Work on walls or ceilings/enclosed equipment
- Construction is noncombustible and without combustible covering. Combustibles moved away from other side of wall.
- No danger exits by conduction of heat into other room(s) or area.
- Equipment cleaned of all combustibles.
- Containers purged of flammable liquids and vapors. Fire watch/hot work area monitoring
- Fire watch will be provided during and continuously for 30 minutes after work.
- Supplied with a fully charged fire extinguisher or small hose.
- Hot work area inspected 30 minutes after job is completed.
- Other precautions taken
- Area is protected with smoke or heat detection.
- Ample ventilation to remove smoke/vapor from work area
- Lockout/tagout required.

This permit does not purport to set forth all hazards nor indicate that other hazards do not exist. By providing this permit, SJPC nor any of its employees makes any warranty, express or implied, concerning the use of this permit. This permit was developed for compliance with 33CFR 126 Designated Waterfront Facility and NFPA 51b. Applicants must follow the SJPC Hot Work Safety Program policy.