

# **SOUTH JERSEY PORT CORPORATION**

## **PORT OF CAMDEN TERMINAL TARIFF NO. 300**

GOVERNING  
RULES, REGULATIONS AND CHARGES  
OF THE TERMINAL OPERATOR NAMED HEREIN

ISSUED BY  
**SOUTH JERSEY PORT CORPORATION**  
(AN AGENCY OF THE STATE OF NEW JERSEY)

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**RULE 34**  
**TERMINAL TARIFF**

For General Rules, Limitations Of Liability/Notice Of Claims, Charges and Payment, Safety and Environmental Regulations, Operations and Services, Schedule of Rates, and Forms consult the sub-rules contained herein.

**RULE 34.1**  
**GENERAL RULES**

**Item 1: SCOPE**

This Tariff is published and filed as required by law and is, therefore, notice that the rules, regulations, conditions, commodity rates, and charges set forth in herein apply without specific notice, quotation, or prior arrangement.

All activities conducted at the South Jersey Port Corporation (“Port Corporation” or “SJPC”) marine terminals are governed by either the Port of Philadelphia Marine Terminal Association Tariff (“PPMTA tariff”), or this South Jersey Port Corporation Tariff (“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. However, activities at any Port Corporation marine terminal that are not conducted or directed by DRS employee(s) and/or agent(s) are governed exclusively by the SJPC tariff, including the applicable rates provided therein. All activities conducted at the Tioga Marine Terminal are governed exclusively by the PPMTA tariff.

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, included 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 Port Corporation Marine Terminals and Tioga Marine Terminal.

The rules, regulations, conditions, commodity rates, and charges set forth herein apply to all users of the following terminals(s) owned and operated by the Port Corporation: (1) the Joseph A. Balzano Marine Terminal, (2) the Broadway Marine Terminal, (3) the Port of Salem Marine Terminal, and (4) the Port of Paulsboro Marine Terminal.

The use of the terminals of Port Corporation shall constitute consent to the terms and conditions of this Tariff. All users of said facilities must pay all charges specified in the Tariff and are bound by the rules and regulations, limitations of liability, and notice provisions contained herein.

The use of these facilities or berths, covered by these rules and regulations, shall be deemed acceptance by such user and constitutes the user's agreement to comply with all of the rates, terms and conditions, and rules and regulations set forth herein. The time for giving notice of a claim and/or filing suit against the Port Corporation is set out in this Tariff and shall be paramount over any inconsistent term, rule, or law.

#### **Item 1A: DEFINITIONS**

- A. *Barge*: the term "barge" refers to a heavy, flat bottomed boat, lighter, or scow used primarily for the carriage of freight or cargo in harbors and inland waters and usually, but not always, pushed or towed by tug.
- B. *Customary Freight Unit*: for purposes of Rule 34.2, Item 4, the term "customary freight unit" means the actual freight unit used by the shipper or carrier to calculate freight for the shipment at issue.
- C. *Force Majeure*: the term "force majeure" means a superior and irresistible force, which is the virtual equivalent of an Act of God and whose effects are not preventable by the exercise of prudence, diligence, or care, including without limitation, damage or destruction to premises or facilities, including vessels or containers, by fire, flood, riot, earthquakes, tidal wave, explosion, or other Acts of God, the public enemy or other casualty, or should the operation by the Port Corporation be suspended, abated, prevented, or impaired by reason of war, war-like operations, seizure, marine casualty, Governmental decree or regulation, strikes or other labor disputes, lockout or other work stoppage, epidemics, pandemics and governmental orders or declared states of emergency or by reason of any other condition or similar cause, beyond the control of the Port Corporation or vessels so as to render the terminal facilities wholly or partially untenable or unfit for use or so as to make it impractical for the vessel or the Port Corporation to make reasonable or full use thereof.
- D. *Handling*: the term "handling" refers to any charge for moving cargo between a point of rest and any place on the terminal facility or for moving cargo into or out of storage to or from a point of rest on the dock where it has been deposited or will be picked up by the stevedore(s) in discharging or loading from or to vessels.
- E. *Holidays*: the terms "holiday" or "holidays" refer to the following: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Day of Christmas Eve, and Christmas Day. When one of the above referenced holidays falls on a Sunday, the following Monday will be considered a holiday for the application of free time.
- F. *Indemnify, Defend, and Hold Port Corporation Harmless*: where it is indicated in this Tariff that the Port Corporation is to be indemnified, defended and held harmless, this means that each user agrees to "indemnify, defend, and hold harmless" the Port Corporation and its officers, directors, governing body and their successors, heirs and assigns from all demands, actions, suits, proceedings, loss, liability, damage, cost and

- expense, including without limitation, attorneys' fees and disbursements (including allocation of the cost of in-house counsel), fees for experts and staff arising from or related to any claim and/or liability, loss, cost, expense, damage, injury, natural resource damage, personal injury or death of any person from the breach of any duty, violation of any applicable environmental law, and/or from the breach of the user's environmental representation and warranty, except that the Port Corporation is liable for its own negligence as set forth in Rule 34.2, Item 1.
- G. *Package*: for purposes of Rule 34.2, Item 4, the term "package" shall include any van, container, palletized commodity or other form of cargo unitization, including oceangoing shipping containers.
- H. *Point of Rest*: the term "point of rest" refers to an area on the terminal facility that is assigned for the receipt of inbound cargo from a vessel and from which inbound cargo may be delivered to a consignee or placed into storage, and an area that is assigned for the receipt of outbound cargo from shippers for vessel loading.
- I. *Port Corporation*: the term "Port Corporation" means the South Jersey Port Corporation and its agents.
- J. *Ship Side Clerking and Checking*: the terms "ship side clerking and checking" refers to the charge for clerking and checking between the ship and the point of rest on the dock or between the ship and the rail carrier or truck, if there is a direct delivery or loading, and the counting and checking of cargo against appropriate documents for the account of the carrier.
- K. *Terminal Clerking and Checking*: the terms "terminal clerking and checking" refer to a charge for moving cargo between the place of truck or rail loading or unloading and a point of rest on the dock where it has been deposited or will be picked up by the stevedore in discharging or loading from or to vessels and the counting and checking of the cargo against appropriate documents for the account of the shipper or receiver.
- L. *Terminal or Facility*: the terms "terminal", "terminals", and/or "facilities" refer to marine terminals, including wharves and berths, operated by the Port Corporation, its employees, and/or agents, including the Joseph A. Balzano Marine Terminal, the Broadway Marine Terminal, the Port of Salem Marine Terminal, and the Port of Paulsboro Marine Terminal.
- M. *Terminal Storage*: the term "terminal storage" refers to the services of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, or refrigerated storage.
- N. *User*: a "user" of the facilities of the Port Corporation shall include, but shall not be limited to:
- (1) Any vessel owner, operator, or manager doing business on or in connection with such facilities;



- (2) Any steamship agency and/or stevedoring company doing business on or in connection with such facilities;
  - (3) Any person, partnership, corporation or other entity doing business on or in connection with such facilities; and
  - (4) Any person, partnership, corporation or other entity owning or having custody of cargo on or moving over such facilities.
- O. *Warehouse Clerking and Checking*: the terms “warehouse clerking and checking” refer to a charge for moving cargo between point of rest and the terminal warehouse after delivery or the expiration of free time and the counting and checking of the cargo against appropriate documents for the account of the shipper or receiver.

**Item 1B: ABBREVIATIONS:**

% -Percent  
BBL-Barrel  
BN-Bundle  
BF-Board Feet  
CDC-Cargo Distribution Center  
CFS-Container Freight Station/Cubic Feet(foot)  
CWT-Hundredweight (100 pounds)  
CY-Container Yard  
F.M.C.- Federal Maritime Commission  
KD-Knocked Down  
KF-Kilograms  
KWH-Kilowatt hour  
Lbs.-Pounds  
M-Thousand  
MBF-Thousand Board Feet  
Meas. -Measurement  
NA-Not Applicable  
NOS-Not Otherwise Specified  
OCP-Overland Common Point  
O.T.-Over Time  
Pkg-Package(s)  
POT-Penalty Overtime  
ST-Straight Time  
SU-set up  
Viz-Specifically or Namely  
Wt-weight

## **Item 2: PUBLIC CONTRACT AFFIRMATIVE ACTION PROGRAM**

The Port Corporation is an equal opportunity employer and, as an agency of the State of New Jersey, is subject to N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 *et seq.*, the Public Contract Affirmative Action Program.

Any supplier or contractor from whom the Port Corporation purchases supplies, materials, or services that exceed \$2,500 on an annual basis must sign written contracts with the Port Corporation, agreeing to comply with the Affirmative Action Regulations of the State of New Jersey, as set out in N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 *et seq.*

To the extent that any party doing business with the Port Corporation does so exclusively as a user of the Port Corporation facilities, that user is subject to the terms and provisions of the Port Corporation's General Tariff. If a user also furnishes supplies, materials, or services that exceeds \$2,500 annually to the Port Corporation, such user is also subject to the provisions of N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 *et seq.*

## **Item 3: APPLICATION OF RULES AND RULE CHANGES**

Charges, rates, rules, and regulations published in this Tariff shall apply on and after the effective date of this Tariff or any amendments and supplements thereof. The Port Corporation's interpretation of this Tariff shall be controlling.

The rules and regulations set forth in this Tariff are subject to change without prior notice, except as required by law. The rates named in this Tariff are based upon ordinary traffic and labor conditions, and if and when these conditions change, resulting in an increase cost of service, the rates quoted herein are subject to change as well.

## **Item 4: SEVERABILITY AND MERGER CLAUSES**

The terms and conditions set forth under these rules and regulations shall be severable and, if any provision or part of any provision is held invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part or provision or any remaining portion of such provision.

This Tariff constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Port Corporation and the user. The user agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing herein.

**RULE 34.2**  
**LIMITATIONS OF LIABILITY/NOTICE OF CLAIMS**

**Item 1: LIABILITY FOR NEGLIGENCE**

No provision in this Tariff shall limit or relieve the Port Corporation from liability for its own negligence, nor require any person, vessel, or lessee to indemnify, defend, and hold harmless the Port Corporation from liability for its own negligence. This provision does not waive the Port Corporation's right to limit its liability as set out herein.

**Item 2: CARRIER LIABILITY EXCLUSIONS OR LIMITATIONS**

Absent actual negligence of the Port Corporation, the Port Corporation shall not be deemed to have assumed any liability for loss or damage to vessels, lighters, barges, trucks, vehicles, goods, cargo, or for services performed. The Port Corporation makes no warranty of any kind, express or implied, and specifically disclaims the application to it, its employees, or its agents of any duty or theory of strict liability for loss or damage to vessels, lighters, barges, trucks, vehicles, or for services performed. THE WARRANTY OF WORKMANLIKE SERVICE IS EXPRESSLY DISCLAIMED AND SHALL HAVE NO APPLICATION.

In every case where a user is transporting or carrying goods subject to Bills of Lading, Charter Parties, Contract of Carriage or Affreightment, or other carriage agreement, the user shall expressly provide to the Port Corporation, stevedores, terminal operators, and wharfingers, in such document, the statutory and contractual limitations and exonerations from liability that are available to the user under said carriage agreement.

All contractual limitations and exonerations from liability provided for in Bills of Lading, Charter Parties, or Contracts of Carriage applying to users shall extend to the Port Corporation and all Port Corporation employees, agents, and contractors performing work for the Port Corporation, including but not limited to stevedores, terminal operators and wharfingers.

Subject to Rule 34.2, Item 1 herein, where such carriage agreement provisions do not extend to the Port Corporation, as provided above, the Carriage of Goods by Sea Act defenses and limitations, and/or the specific limits of liability and defenses set forth in the aforesaid agreement, the carrier will indemnify, defend, and hold harmless the Port Corporation for those sums for which the Port Corporation is or may be held liable, that exceed the limitations of liability included in the Carriage of Goods by Sea Act and/or the specific limits of liability and defenses set forth in the aforesaid agreement

The Port Corporation is not a common carrier. As such, duties applicable to common carriers do not apply to the Port Corporation, its employees, or its agents.

### **Item 3: EXCLUSIONS FOR LIABILITY AND FORCE MAJEURE**

Subject to Rule 34.2, Item 1 herein, the Port Corporation shall not be liable or responsible for any losses, injury, damage, non-delivery, mis-delivery, or cross-delivery if said damage is caused in whole or in part by fire, water, weather, or other Act of God, theft, strike, 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, including, but not limited to epidemics, pandemics and governmental orders or declared states of emergency. Under such conditions, the Port Corporation may suspend or reduce services without responsibility for any claim arising out of such circumstances. If such reduction or suspension occurs and the Port Corporation cannot accommodate a carrier, the carrier shall have the right to operate at a terminal other than the Port Corporation.

### **Item 4: PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION**

Subject to Rule 34.2, Item 1 herein, the Port Corporation shall, in no event, be or become liable for any loss, damage, non-delivery, mis-delivery, or cross-delivery for a sum in excess of \$500.00 per package, for packaged objects, or per customary freight unit, for non-packaged objects, or for bulk cargo, \$300.00 per long ton, unless the vessel owner, vessel charterer, cargo shipper, cargo consignee, cargo owner, trucker, rail carrier, or other inland carrier, or their representatives, declare the nature of the value of such goods in writing prior to the commencement of such services as herein set forth and pay to the Port Corporation a premium computed at one percent (1%) of the declared value of each package or non-packaged object. Where such payment is provided, the Port Corporation shall only be responsible, if found to be legally liable under these rules and regulations, for such declared value but said liability shall not exceed the actual value of such goods as of the date of the alleged loss, damage, non-delivery, mis-delivery, or cross-delivery.

The term "package" shall include any van, container or other form of cargo utilization.

Furthermore, the Port Corporation shall not be liable for any consequential or special damages or for fluctuations in the market price, and the Port Corporation shall have the option of replacing any lost goods and of replacing or repairing any damaged goods.

### **Item 5: OPEN PIERS**

Use of an open pier and/or berth by a stevedore, vessel owner, vessel charterer, cargo shipper, cargo consignee, cargo owner, trucker, rail carrier, or any other user of the Port Corporation terminals, is an express acceptance and recognition of all responsibility and any potential liability arising out of such use by the above mentioned parties relating to the protection, placement, transportation, or any damage arising out of the use of an open pier and/or berth. No attempt is made by the Port Corporation to supply any protection to such cargo from the elements, and the vessel owner, vessel charterer, cargo shipper, cargo consignee, cargo owner, trucker, rail carrier, and/or any other user assumes the risk of any such open pier and/or berth from any loss or damage resulting therefrom.

## **Item 6: NOTICE OF CLAIM, LOSS OR DAMAGE, AND COMMENCEMENT OF SUIT**

Unless an express notice of loss, non-delivery, and/or damage, along with a description of the general nature of such loss, non-delivery, or damage is given in writing to the Port Corporation 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 in good order and condition, or in the order and condition as noted on the delivery documents.

Should the loss, non-delivery or damage not be apparent, the above notice must be given in writing to the Port Corporation within three (3) days of the date of delivery or the date the goods should have been delivered.

Any claim against the Port Corporation for alleged loss, damage, non-delivery, mis-delivery, or cross-delivery must be filed in writing with the Port Corporation within ninety (90) days after the receipt or delivery of the goods or the date when the goods should have been received or delivered. The Port Corporation shall be discharged from all liability for such claim and said claim shall be time barred as against the Port Corporation should the claim not be filed within such ninety (90) days. The form of notice shall be in accordance with the attached Notice of Claim Form, Form 1.

Any suit against the Port Corporation for alleged loss, damage, non-delivery, mis-delivery, or cross-delivery shall be commenced within one (1) year after the receipt or delivery of the goods or the date when the goods should have been received or delivered. If suit is not instituted against the Port Corporation within this time period, then any suit brought thereafter shall be time barred and the Port Corporation shall be discharged from all liability for the alleged loss, damage, non-delivery, mis-delivery or cross-delivery.

Venue of any suit in which the Port Corporation is a named party shall exclusively be in the state courts located in the City of Camden, Camden County, New Jersey, to the exclusion of the courts of any other county, state, or country. Any user of a terminal facility of the Port Corporation consents to personal jurisdiction of said courts and service of process by registered mail, return receipt requested, and waives any objection to contest the venue or convenience of said court..

Any vessel, vessel owner, or vessel charterer causing damage to a pier or other property owned by the Port Corporation shall, on demand by the Port Corporation, provide security by a surety approved by the Port Corporation in the amount of two (2) times the estimated damage, as determined by an independent surveyor designated by the Port Corporation.

## **Item 7: CAPACITY OF FACILITIES**

The Port Corporation does not obligate itself to provide dockage, wharfage, storage, equipment, labor, or other form of service beyond the capacity of its facilities.

## **Item 8: PORT CORPORATION NOT PUBLIC THOROUGHFARE**

The Port Corporation's property is not a public thoroughfare and all persons entering thereon do so at their own risk. The Port Corporation reserves the right to refuse admittance to the terminals and facilities owned by the Port Corporation and to require the removal from the premises of any persons for any reason whatsoever.

In recognizing the efforts of the Transportation Security Administration regarding the issuance of a Transportation Workers' Identification Credential (TWIC), the Port Corporation intends to maintain the security of its facilities by reserving the right to suspend access privileges to any individual convicted of crimes, including but not limited to: unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export, or dealing in a firearm or other weapon, drugs, and/or other controlled dangerous substances; extortion; identity fraud to include false identification; bribery; perjury; smuggling; Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, *et seq.*, or a state law that is comparable; robbery, theft, burglary and related offenses; criminal trespass of port corporation property and/or its facilities; terrorism threats and/or other related offenses; arson; human trafficking; or conspiracy; or an attempt to commit the above listed crimes.

User's agents and personnel must hold Federal TWIC cards for any and all employees that require access to the Terminal. Personnel who do not have TWIC cards will face delays or be denied access beyond Terminal Operator's control and responsibility. Any such security delays or expense will be borne by the User.

Whenever a carrier, through its agents, employees, or agents, invite or permit persons who are not employees of the carrier to enter the Port Corporation facilities or board vessels at the terminal, the carrier agrees to indemnify, defend and hold harmless the Port Corporation and its officers, directors, governing body, and their successors, heirs and assigns from all demands, actions, suits, proceedings, loss, liability, damage, cost and expense, including without limitation, attorneys' fees and disbursements (including allocation of the cost of in-house counsel), fees for experts and staff arising out of such persons being permitted on the terminal premises or onboard vessels berthed, moored or docked within the Port Corporation's facilities.

## **Item 9: REMOVAL AND/OR REPAIR OF OBJECTIONABLE, ABANDONED, OR UNCLAIMED CARGO AND WRECK REMOVAL**

The Port Corporation reserves the right to repair, recover, or otherwise service cargo or other material which, in its judgment, is likely to damage other property or to create a nuisance, at the risk and expense of the owner. In addition, or alternatively, such cargo may be moved to another location within the Port Corporation or to private facilities at the risk and expense of the owner.

Cargo consisting of dangerous articles, articles having offensive odors, or cargo that is liable to damage other cargo is subject to removal by the Port Corporation from the

assigned terminal or facility. If such removal occurs, it shall be at the expense and risk of the owner of the cargo or holder of the permit for the berth at which the vessel is moored.

The Port Corporation reserves the right to sell and/or dispose of, for accrued charges, any vessel, cargo or merchandise that is unclaimed or refused by consignees, shippers, owners or agents after due notice has been mailed or delivered to such known parties, or in those instances where ownership cannot be established, the Port Corporation shall notify such parties that it is able to identify by certified mail, return receipt requested. If no response is received within thirty (30) days of the date the certified letter is mailed, the Port Corporation may sell, scrap, or dispose of the abandoned and/or unclaimed vessel or cargo.

Should a vessel be wrecked, in whole or in part, while docked at a Port Corporation facility, it is the responsibility of the owner, operator, manager, and/or charterer of the vessel to commence the immediate removal of the wreckage and restore the facilities of the Port Corporation to the condition it was in prior to the wreckage of the vessel, at their expense. A vessel wrecked at the facilities of the Port Corporation is a hazard to navigation and an obstruction of the Port Corporation berths.

**Item 10: ADVANCE ARRANGEMENTS**

When shippers, consignees, rail, motor freight, or water carriers forward business to the Port Corporation, arrangements must be made in advance for the handling and/or storage of cargo; otherwise, it is the Port Corporation's sole option as to whether or not the business will be accepted.

**Item 11: DEMURRAGE, DELAYS, AND DETENTIONS**

No responsibility shall be assumed by the Port Corporation for delays, detention, or demurrage on railroad cars, trucks, or any other vehicle or vessel, nor for any increase in transportation costs arising from any action not directly caused by and/or arising from any cause or causes beyond the control of the Port Corporation.

In no event will the Port Corporation be responsible for demurrage, delay, or detention charges for delays resulting from severe or unusual weather conditions, from work stoppage, slowdowns, strikes, force majeure, incomplete declaration, or clerical errors.

**Item 12: REPORTING DAMAGE TO PROPERTY AND/OR PERSONAL INJURY AND USER'S RESPONSIBILITY TO REPAIR**

- A. In the event any damage is done to a pier, wharf, or any of the property owned and controlled by the Port Corporation or to any cargo on the Port Corporation's property, a report stating the extent of such damage, together with the name of the vessel, railroad, truck, or person causing it must be prepared in writing and promptly reported to the Port Corporation, giving the date and hour and the names and the addresses of the persons witnessing the accident.

- B. The user shall immediately notify the Port Corporation in the event that the Port Corporation's property suffers damage or loss by the user, or its employees or agents, and/or an employee or agent of either is injured or dies due to the alleged fault and/or involvement of either or both the Port Corporation and the user, or their respective employees or agents. The user and Port Corporation shall cooperate fully with each other in developing full and complete information about the facts and circumstances of such incidents, including the nature and extent of injury, loss, or damage that resulted therefrom.
- C. If the injury, loss, or damage occurs aboard a vessel docked at a Port Corporation terminal, the vessel owner, charterer, and/or operator must allow Port Corporation attorneys, investigators and surveyors to board the vessel to conduct an investigation of the injury, loss, or damage. The vessel owner, charterer, and/or operator will make available to the Port Corporation, upon demand, any incident, accident, survey and damage report, and copies of any log book entries concerning any incident, accident, survey and or/damage report.
- D. If damage to any Port Corporation property or cargo on Port Corporation property is caused by a user, such user shall be liable and responsible for the loss or damage and shall pay for the repair costs and loss of use, regardless of whether the loss or damage was caused by the negligence or fault of the user.
- E. The Port Corporation reserves the right to repair, replace, contract for same, or otherwise cause to be replaced or repaired, any and all damages to the Port Corporation property and facilities caused by a user and at the user's expense.
- F. The Port Corporation may detain any vehicle, vessel, watercraft, or other item or structure that it concludes is responsible for any damage or loss to Port Corporation property and/or facilities unless and until sufficient security has been provided to cover all potential damages, interests, costs, and attorneys' fees associated with such damage. As an alternative, the Port Corporation is entitled to arrest such vessel and bring an action *in rem* against the vessel.

### **Item 13: COOPERAGE**

All necessary cooperage, rebanding, bailing, bagging, chocking, bracing, or carpentry services shall be at the cargo owner's expense, unless such service is required as the result of negligence on the part of the Port Corporation or its employees. The Port Corporation does not assume any expenses or liability for cooperage, rebanding, or bailing that is required due to the negligence of a user handling the cargo.

All necessary cooperage, re-banding, bailing, bagging, chocking, bracing, or carpentry services not caused by the negligence of the Port Corporation shall be at the discretion of the Port Corporation and be provided only if adequate space is available. Payment for such services is the responsibility of the cargo owner or responsible party for the cargo.



The cargo owner, shipper, carrier, and/or responsible party for the cargo shall notify the Port Corporation of the need for any special blocking, chocking, handling, storage, equipment, guards, slings, forks, material handling equipment, carpentry services, etc., required for the safe handling and movement, loading and/or unloading, storage, and/or placement on any truck or rail car or special mean of transportation. Failure to give notice of such special needs shall be at the risk of the cargo owner, shipper, carrier, and/or responsible party for the cargo. Subject to Rule 34.2, Item 1 herein, the Port Corporation will utilize the means and methods available but shall have no liability for any damage resulting from failure of the responsible party to notify Port Corporation of the special needs of the cargo.

#### **Item 14: IMPROPER PACKING**

The Port Corporation reserves the right, but does not have the obligation, to reject all cargo not packaged in containers suitable to withstand the ordinary handling incident to its transportation and/or storage. The Port Corporation may require repackaging at the shipper's expense. Failure to reject such cargo shall not in any way constitute an acknowledgement or acceptance by the Port Corporation of responsibility for any additional care or precaution required for handling.

All cargo arriving on the terminal of the Port Corporation for handling must be packed appropriately for export and import handling. Packaging includes the nature and sufficiency of any pre-slung package, banding, bundling, or aids for loading and unloading. Any cargo not properly packaged, where normal handling will be a hazard to employees or damage to cargo, will be rejected. The Port Corporation will make the final decision as to whether or not cargo is packed properly.

#### **Item 15: DOCUMENTATION**

The Port Corporation, at its sole discretion, may refuse to handle motor or other vehicles, railroads, vessels, barges or carriers of any type, without full and complete documentation of the method of transportation or cargo carrying.

#### **Item 16: FRAGILE ARTICLES**

Glass, liquid, and fragile articles, are to be disclosed by the User and if accepted by the Port Corporation, are to be accepted only at owner's risk of breakage, leakage, and chafing.

Acceptance of such cargo shall not, in any way, constitute an acknowledgement or acceptance by the Port Corporation of responsibility for any additional care or precaution required to handle such fragile articles.

### **Item 17: REMOVAL OF REFUSE MATERIAL**

Rubbish, cargo residues, litter, dunnage and refuse, or other waste material must be removed from the pier, transit shed, bulkhead or other area within the confines of the Port Corporation's property by the person or persons placing it there, upon demand, or it will be removed at the expense of the party responsible. No rubbish, cargo residues, litter, dunnage and refuse, or other waste materials of any kind will be dumped overboard from the vessels or wharves.

Fees for waste disposal are specified in Rule 34.6, Schedule of Rates

### **Item 18: WORK STOPPAGE**

The Port Corporation is not responsible for stoppage of work or delays occasioned by strikes, labor disputes, force majeure, or any other cause beyond the control of the Port Corporation.

### **Item 19: NON-PORT OWNED EQUIPMENT**

Use of non-port owned equipment for loading and/or discharge of vessels, barges, other floating equipment, or any other vehicle or conveyance is prohibited except with the express prior approval of the Port Corporation, and the use of such equipment is at the sole risk and responsibility of the user. The user of such equipment expressly agrees to indemnify, defend and hold harmless the Port Corporation and its officers, directors, governing body and their successors, heirs and assigns from any and all liability, claims, demands, actions and suits for loss, damage or injury to persons and/or property, including without limitation, attorneys' fees and costs (including allocation of the cost of in-house counsel), fees for experts and staff arising as a result of the use of such non-port owned equipment, unless said loss, damage or injury is the result of the negligence of the Port Corporation. The user of non-port owned equipment shall name the Port Corporation as an additional insured on its general liability insurance coverage for any loss occasioned by the use of such equipment. The Port Corporation shall be provided a certificate of insurance designating the Port Corporation as a named insured prior to use of the equipment.

### **Item 20: RENTAL EQUIPMENT**

Rental equipment owned or leased by the Port Corporation will be rented from the Port Corporation, when available, and the Port Corporation will supply said equipment and necessary personnel to operate the same under the direct and sole supervision of the lessee of such equipment.

During the entire period of the rental, such personnel shall be considered to be the agents, servants, workmen, and employees of the lessee, not the Port Corporation. The lessee assumes all responsibility for loss, damage, injury and expense resulting from the operation of such equipment including loss, damage, or injury to persons or property, or both, as well as damage or loss to the leased equipment. Subject to Rule 34.2, Item 1,

Lessee of such equipment expressly agrees to indemnify, defend, and hold harmless the Port Corporation and its officers, directors, governing body and their successors, heirs and assigns from all demands, actions, suits, proceedings, loss, liability, damage, cost and expense, including without limitation, attorneys' fees and costs (including allocation of the cost of in-house counsel), fees for experts and staff arising as the result of and/or during the rental and/or use of said equipment.

The lessee shall provide a certificate of insurance as evidence of workers' compensation and longshore and Harborworkers compensation insurance covering the Port Corporation employees subject to the control and supervision of the lessee. Additionally, the lessee shall name the Port Corporation as an additional insured on its general liability insurance coverage for any loss occasioned by the use of such leased or rented equipment.

### **Item 21: SPECIAL CARGO**

Any users of the Port Corporation facilities who intend to bring in any specie, bullion, negotiable instrument, or explosive must notify the Port Corporation and receive the Port Corporation's approval in writing prior to bringing in such cargo.

### **Item 22: HAZARDOUS CARGO**

#### **A. Hazardous Cargo**

Prior arrangements must be made for the handling of all hazardous cargo. The cargo must be properly documented, labeled, and packaged according to applicable government regulations. The Port Corporation reserves the right to refuse to handle and require removal from its facilities any hazardous materials not meeting these requirements. Any party placing hazardous materials onto Port Corporation facilities that are improperly labeled, documented, or packaged shall be held responsible for all charges related to bringing these materials into compliance with applicable law and/or for their removal from the terminal.

The Port Corporation reserves the right to refuse any hazardous or dangerous cargo, and the user shall be deemed to have accepted full, sole, and complete responsibility and liability for any injuries, loss, or damage caused by any such cargo or commodity.

All users delivering hazardous cargo to or from the Port Corporation terminals must comply with all of the U.S. Department of Transportation Regulations (CFR 49 Parts 100-199, particularly part 172). Below is an illustrative, but not exhaustive, list of information that users must provide under the DOT regulations:

1. Shipper's name, address, and emergency phone number;
2. Carrier's name and address;
3. Consignee's name and address, overseas port of destination on export, and emergency telephone number;

4. DOT shipping name or identity of the cargo or commodity as listed in DOT regulations;
5. The Class of hazardous materials shipped, including typed labels indicating such, as required by the DOT regulations;
5. Kind and number of containers with individual weights and total weight;
7. Special instructions for handling and delivery; and
6. A shipper's certification must appear on every shipping document. The certification must read 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 regulation of the DOT."* The certification is to be accompanied by a legible signature of the person providing the certification.

If any of the above requirements are not complied with, the shipment shall not be received by the Port Corporation.

## **B. Dangerous Articles – Handling Limitations**

Dangerous articles, as defined by the Hazardous Materials Regulations of the DOT and USCG Regulations titled, "Transportation of Explosives and other Dangerous Articles", in quantities exceeding the amounts indicated in the accompanying table shall not be handled, stored or transferred at a Port Corporation terminal without the permission of the Port Corporation. Application for such permission shall be made to the Port Corporation at least twenty-four (24) hours prior to the time any such movement is contemplated.

1. Explosives- Classes A, B and C	Any Amount
2. Flammable Liquid, in containers	One Ton
3. Oxidizing Materials	10 Tons
4. Flammable Solids	10 Tons
5. Compressed Gases, Flammable	One Ton
6. Compressed Gases (Chlorine, Anhydrous Ammonia, Fluorine)	Any Amount
7. Compressed Gases, other than 5 and 6 above	Ten Tons
8. Poisons (Class A) Gases	Any Amount
9. Poisons (Class C) Tear Gas	Any Amount
10. Poisons (Class B) Liquids (Bromine, Ethyl Bromide)	Any Amount
11. Corrosive Liquids, Acids	Over One Ton
12. Combustible Liquids in containers	Over One Ton

## **C. Asbestos**

The use, installation, or delivery to the Terminal of products containing asbestos is strictly prohibited. Asbestos is defined by OSHA, the EU and the USCG/EPA as the six mineral names (with CAS numbers): 1. Actinolite CAS 77536-66-4; 2. Amosite (Grunerite) CAS 12172-73-5; 3. Anthophyllite CAS 77536-67-5; 4. Chrysotile CAS

12001-29-5; 5. Crocidolite CAS 12001-28-4, and 6. Asbestos Tremolite CAS 77536-68-6.

**Item 23: SISAL, HEMP, JUTE, OR BAILED FIBERS**

Sisal, hemp, jute, or bailed fibers shall not be handled, loaded, or unloaded at the terminal without prior permission from the Port Corporation. These materials shall, unless permission is secured, be loaded to lighters. If such materials are unloaded onto a mooring facility with such permission, they shall be removed therefrom immediately after unloading, unless the Port Corporation otherwise permits. Stacks shall not be higher than twelve feet, or when palletized, three pallets high, except by permission of the Port Corporation. The sides exposed to aisles or driveways shall be protected with tarpaulins when the Port Corporation shall direct. Access to the areas where such material is stored shall be limited to the working personnel and watchmen only.

**Item 24: WET OR FIRE DAMAGED CARGO**

Wet or fire damaged cargo shall not be placed or remain on any wharf or other portion of a terminal without express permission of the Port Corporation.

**Item 25: THEFT, DAMAGE, AND/OR LOSS OF CARGO**

With respect to claims for loss or damage to cargo and/or baggage, the liability of the Port Corporation shall be limited to the physical damage caused by the negligence of the Port Corporation and to such claims that result from fraud on the part of the employees of Port Corporation engaged in delivery, receiving, and watching of cargo. The aforesaid is subject to the notice and limitation of liability provisions set forth in this Tariff.

The Port Corporation, when performing any services in connection with the receiving, delivery, watching, and/or storing of cargo is acting as the agent of the carrier and, as such, is not to be considered a bailee of the cargo.

The Port Corporation is not responsible for mysterious disappearance or loss disclosed on taking of inventory. Those making claim for inventory shortage and mysterious disappearance waive any rights to rely upon any presumption of conversion or negligence imposed by law, and must prove by affirmative evidence that the Port Corporation converted the freight, cargo or goods to its own use.

The Port Corporation's routine, limited terminal facility watching services are not intended to be considered as affording protection or insurance against fire, theft or other disappearance or loss of cargo, equipment or personal goods. In this regard, shippers, carriers and consignees are invited to employ their own guards to protect their cargo.

No liability shall be imposed against the Port Corporation if a fraudulent delivery form, bill of lading, or any other forged document is tendered. Port Corporation shall only be responsible for its own negligence.

## **Item 26: INSURANCE**

Operators of vessels, lighters, barges, trucks, vehicles or other contrivances used or capable of being used as a means of commodity transfer shall be responsible for and have adequate and suitable insurance to cover damages or losses caused to the environment (water, air, ground, or other natural environs), or damages or losses caused to a person or persons or to the real property of the Port Corporation, or damages or losses caused to a person or persons or to the real or personal property of third persons, parties, or other entities resulting from the direct or indirect operation of the contrivance used, or the direct or indirect properties of the commodity transferred, to be carried, or in movement.

Failure to comply with the terms of this item shall be basis for expulsion from the facilities and/or prohibition of their use. The Port Corporation can, at its sole discretion, demand proof of insurance coverage from the master of any vessel or the person in charge and/or command. Failure to show proof of adequate insurance is a basis to demand removal of the vessel from Port Corporation facilities. On demand of the Port Corporation, a vessel master, owner, and/or operator must present its certificate of financial responsibility for water pollution, certificate of insurance, or other financial security with respect to civil liability for oil pollution, protection and indemnity certificate, and any other document to evidence insurance and financial responsibility.

## **ITEM 27: SAFE BERTH/APPROACH**

Port Corporation 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 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 28: 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 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 from the consequences of the failure to comply with the law/regulation. Terminal Operator reserves 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 by loading a container onto a vessel does not warrant that the requirements of the law/regulation has been met.

### **RULE 34.3** **CHARGES AND PAYMENT**

#### **Item 1: PAYMENT OF CHARGES**

- A. Charges shall become due and payable upon presentation of an invoice, except as herein specified.
- B. Dockage, wharfage, and others charges must be paid before the departure of the vessel except in instances where a credit account has been opened or established by consent of the Port Corporation.
- C. The right is reserved to withhold delivery of any goods to which storage, handling, or other charges have been assessed, until such time as these charges are paid in full. The Port Corporation shall have a lien upon all such goods, which it may exercise at any time after the default in payment.
- D. All invoices rendered in any one (1) month to steamship companies and/or their agents on credit, must be paid on or before the twenty-fifth (25<sup>th</sup>) day of the succeeding month. If not paid by that date, further extension of credit shall be discontinued. All charges for truck loading and/or unloading services rendered by the Port Corporation for which credit is granted shall be due and payable within seven (7) days from the date of billing.

#### **Item 2: LIENS, COSTS OF COLLECTION AND PENALTY FOR LATE PAYMENT**

Any and all services performed on the terminal, or by Port Corporation, including interest on unpaid service, shall give rise to a lien in favor of Port Corporation against the vessel, container, chassis, cargo, or any other tangible or intangible property whatsoever (the "Collateral"). Port Corporation shall have lien on Collateral even where the Collateral is not within Port Corporation's custody or control. Port Corporation's lien shall also extend to other property of the User or Customer within its possession or control, even if the unpaid obligations do not pertain to that property, and including to satisfy unpaid obligations both with respect to Collateral currently in its possession and with respect to past due amounts. User/Customer agrees that all invoices are due and payable upon presentation. Further, 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, 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 Port Corporation and/or its attorneys during the collection process. In any event, the minimum fee shall be One Thousand Dollars (\$1,000.)

### **Item 3: AUDIT OF MANIFEST**

The Port Corporation reserves the right to audit all manifests and use such audits as the basis for charges at any time.

### **Item 4: MANIFESTS OF CARGO AND OTHER DOCUMENTS**

The master of any vessel docked at a terminal of the Port Corporation shall, upon demand of the Port Corporation and before departure of such vessel from the terminal, exhibit the enrollment, registration, or license of such vessel showing tonnage, certificate of inspection, certification of classification for hull and machinery, hull surveys, machinery surveys, load line surveys, automation surveys, inert gas surveys, tailshaft surveys, and any other specific survey relevant to the inquiry being made, ISM Code and compliance documents, load line certificate, deadweight certificate, tonnage certificate, stability letter, cargo ship safety equipment certificate, cargo ship construction certificate, fire extinguisher and inspection certificate, certificate of sanitary construction, registration of cargo gear, certificate of financial responsibility for water pollution and oil pollution, protection and indemnity certificate, hull insurance certificate, international oil pollution prevention certificate, shipboard oil pollution and prevention plan, oil record log, vessel response plan, hazmat certificate, equipment certificate, crew lists, deck and engine log books, official log book, bell books, navigation charts, and ISM Code and vessel manual, among other documents necessary to the inquiry being made by the Port Corporation.

The owner, agent, manager, consignee, master, or person in command of any vessel, upon demand of the Port Corporation, shall furnish a copy of the manifest or bills of lading for cargo discharged. The master of the vessel shall provide all documents deemed relevant to the subject matter and inquiry being made by Port Corporation. In the event of injury and/or property damage, all injury and incident reports, damage reports and surveys, statements of witnesses, log book entries, relevant electronic communication with owner(s), insurers, and principals shall be furnished to the Port Corporation upon request. Failure to provide the requested information may result in the vessel being delayed until such requested information has been provided. Full and complete cooperation of the vessel owner and operator is contemplated by the Port Corporation.

### **Item 5: LOST TIME**

All lost time, during regular working hours and overtime, caused by the failure of a vessel to discharge at or during the time specified will be charged to the vessel or its agent for the number of men assigned to work the vessel at the rates stated and the hours guaranteed in the Port Corporation's current labor contracts.



**Item 6: INSURANCE**

No insurance is provided by the Port Corporation to users of its facilities. The rates outlined in this Tariff do not include insurance of any type or character.

**Item 7: SERVICE CHARGE FOR BILLINGS OUTSIDE OF THE UNITED STATES**

A service charge of \$50.00 will be added to all user billings outside the United States to cover bank charges for processing checks from foreign countries.

**Item 8: DELINQUENT ACCOUNTS**

Any invoice unpaid on the last day of the month, following the month in which the invoice was issued, shall be considered delinquent. All vessels, their owners, operators, managers, agents, stevedoring companies, or other users of the facilities of the Port Corporation whose account becomes delinquent as set forth herein, may be placed on the delinquent list, and the delinquent party may be denied further use of the facilities until such charges, together with any other charges due, have been paid in full.

**Item 9: ALLOWANCES FOR CLERKING AND CHECKING**

The rate for stevedore services includes ship side clerking and checking but does not include warehouse or terminal clerking and checking charges, which are to be charged in accordance with this Tariff.

If the stevedore is called upon to clerk and check cargo between rail or truck and the point of rest or between the warehouse and the point of rest, then the stevedore may charge its usual and customary rates against the person or entity receiving the fee for the rail or truck loading or warehousing.

Where a person or entity requires cargo to be moved from a warehouse to a vessel or from a vessel to a warehouse and the volume is in excess of 500 tons, then the rates listed below for warehouse clerking and checking shall not apply and the rate to be charged is negotiable.

The following rates apply to warehouse (under 500 tons) or terminal clerking and checking for delivery or receiving cargo by truck or railcar:

Commodity	Rate Per Short Ton
Plywood, Hardwood ,etc	\$7.08
Pre-Palletized, Unitized Cargo	\$5.90
Project Cargo	\$5.90
Sheets in Coils, Skidded Coils	\$3.44
Plates, Structural, Pipes, Sheets in Bdl, Wire Rods, Lead, Zinc, Copper, Aluminum	\$7.13
Containers	\$1.30

**RULE 34.4**  
**SAFETY AND ENVIRONMENTAL REGULATIONS**

**Item 1: FIRE PREVENTION**

- A. No person shall use any steam or liquid fuel operated equipment on any wharf, dock, pier, or vessel within the confines of the Port Corporation's facilities in loading or unloading vessels or otherwise, without the express written permission of the Port Corporation. If such permission is granted, all such equipment shall have a bonnet attached to the smokestack, or a spark arrester attached to the exhaust of the equipment, to prevent sparks from escaping to the buildings, storage yards, wharfs, docks, piers, vessels, or other areas.
- B. No internal combustion engine, steam engine, or gas turbine fuel tank shall be filled or re-filled with any type of fuel at any mooring facility or inside any building at the Port Corporation.

**Item 2: OBSTRUCTION OF ROADWAYS, ETC.**

The roadways and platforms on the Port Corporation's property shall be kept clear of traffic. Cars and trucks shall strictly observe the Port Corporation's traffic regulations.

**Item 3: CREW ABOARD**

All vessels berthed at wharves or piers operated by the Port Corporation shall, at all times, have sufficient crew to comply with all of the rules and regulations of the United States Coast Guard so as to permit the safe use and operation of vessels and their navigation and/or removal from their berth in the case of an emergency. The vessel and its crew members shall be, at all time, in compliance with the International Convention on Standards of Training, Certification, and Watch keeping for Seafarers.

**Item 4: MOORING FACILITIES**

No person shall make fast any rope or mooring to any wharf or dock (except to the mooring bollards, posts or bitts provided for that purpose) or to any shed or fender piles supporting the same. Vessel shall be strictly liable for all costs in the event a mooring bollard, post or bitt is damaged or pulled out, such costs to include diving fees and repair/replacement costs.

**Item 5: SAFETY AND ENVIRONMENTAL REGULATIONS**

Users/Customers shall comply with all environmental and public safety laws and regulations. When ballast, sand, gravel, coal, bricks, cinders, grains, pallets, rubbish, or other loose matter or bulk materials that may sink, contaminate, pollute, or damage the environment is loaded on or unloaded from a vessel alongside a Port Corporation terminal, or otherwise handled on the premises of the Port Corporation, a canvas chute, or

other contrivance approved by the Port Corporation, must be used to prevent any part of such substance from falling into or onto the water or contaminating, polluting, or otherwise damaging the environment. After such materials have been loaded or unloaded from a vessel, or otherwise handled on the premises of the Port Corporation, it shall be the stevedore's responsibility and expense to clean up these materials in the berth proper and from the terminal facilities and leave the facilities in a safe, clean, and satisfactory condition to accommodate other users of the facilities and the next berthing vessel.

#### **Item 6: SMOKING ON PREMISES**

No person shall smoke or light any matches, use or carry any open flame or lighted lantern, or permit any smoking or the lighting of any match or the use or carrying of any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yard or roadways.

#### **Item 7: DANGEROUS AND HAZARDOUS ARTICLES AND THINGS**

Dangerous articles, cargo, things and products, including liquid petroleum products and other commodities deemed extra-hazardous, will be received at the Port Corporation terminals only between the hours of 8:00 a.m. and 5:00 p.m. and only upon prior written consent of the Port Corporation. Dangerous articles, cargo, things and products, as determined by the exclusive discretion of Port Corporation, must be immediately removed from the premises at the request of the Port Corporation if, in exercise of its sole discretion, the Port Corporation deems such action to be in the interest of the safe operation of its facilities.

#### **Item 8: BUNKERING/FUELING**

Prior permission of the Port Corporation is required before any vessel may receive bunkers or other fuels while moored at Port Corporation's facilities. In the event of any spill during the course of said bunkering/fueling operation, said vessel, her owners, charterers, and agents hereby agree to be responsible for the cost of the removal of the spilled fuel/bunkers, any costs of cleanup, and/or any damages, including any applicable fines occasioned as a result of said spill, regardless of whether said vessel, its owners, charterers, and agents are free from any fault whatsoever with regard to such spill and/or subsequent losses or damage. Said vessel, her owners, charterers, and agents must promptly implement complete cleanup procedures and cooperate fully with any directives of the Port Corporation and/or the appropriate governmental authorities. Subject to Rule 34.2, Item 1, the vessel owner and operator shall indemnify, defend, and hold harmless the Port Corporation from any liability, loss, or damage arising out of the fueling/bunkering operation.

Should the vessel fail to cleanup or to cooperate as described above, the Port Corporation may perform such cleanup procedures as may be required and charge the expense to said vessel, her owners, charterers, agents and/or other parties responsible.

## Item 9: ENVIRONMENT

All users of the terminal facilities shall employ every reasonable means, within the known state of the art, to prevent damage to the ecology and environment.

In the event a user, in the sole discretion of the Port Corporation, or as charged by any governmental agency or entity through appropriate court proceedings, is found to be damaging or about to damage the ecology or environment, the Port Corporation may, in its sole discretion, request the user and all persons, parties, and entities connected therewith to cease and desist or to leave the premises and/or to repair the damage to the ecology or environment at the expense of such parties.

The Port Corporation reserves the right to repair any damage to the ecology or environment and to charge the costs, expenses, and all fees associated therein to the offending user.

- A. **Environmental Representation and Warranty:** each user represents and warrants that all of its land based equipment, vehicles, and apparatuses, of every description, and its vessels, barges, lighters or other watercraft, which may use or enter upon the property or facilities of the Port Corporation, are in compliance with all applicable environmental laws, including, but not limited to, any federal, state, local, foreign, or international law regulating or protecting the public health, safety, environment, natural resources, or ecology, including in the workplace.
- B. **Environmental Indemnity:** Each user agrees to indemnify, defend, and hold harmless the Port Corporation and its officers, directors, governing body and their successors, heirs and assigns from all demands, actions, suits, proceedings, loss, liability, damage, cost and expense, including without limitation, attorneys' fees and disbursements (including allocation of the cost of in-house counsel), fees for experts and staff arising from or related to any claim and/or liability, loss, cost, expense, damage, injury, natural resource damage, personal injury or death of any person from the breach of any environmental laws described above, and/or from the breach of user's environmental representation and warranty.

## Item 10: HOT WORK

No person, entity, corporation, or their employees, agents, or servants shall perform any welding, gas welding, arc welding, or other hot work of any kind on the terminal facilities and/or property of the Port Corporation, or on any vessel berthed or made fast to any a pier or dock of the Port Corporation without first having obtained all necessary permits or authorizations from appropriate local, state, and federal agencies or authorities, as well as the prior express written approval of the Port Corporation. In no event will the Port Corporation allow any person, entity, corporation, or their employees, agents, or servants to utilize, in any way, its United States Coast Guard "hot work" permit. Users intending to receive approval from the Port Corporation under this item must use the form provided herein. See the South Jersey Port Corporation Hot Work Permit Form, Form 2.

**RULE 34.5**  
**OPERATIONS AND SERVICES**

**Item 1: OPERATION FOR ASSIGNMENTS AND SERVICES**

- A. Vessels, their owners, operators, or agents desiring to berth at any Port Corporation terminal shall submit an application, in advance, to the Port Corporation. For priority in berthing, such applications must be made not less than two (2) weeks in advance of the estimated time of arrival at the berth. The application may be in writing or oral, but all applications must specify the following minimum information:
1. The name of the vessel and its length, breadth, depth, draft fore and aft and gross, and net tonnages;
  2. The name and address of its owner, charterer, and local agent;
  3. The name and address of the person who will be responsible to the Port Corporation for the payment of charges and expenses incurred by the vessel under the Tariff; and
  4. A complete description of the cargo or goods to be loaded or unloaded, in sufficient detail as necessary to plan for the arrival of said cargo or goods.
- B. If the applicant fails to provide all of the required information, or the information provided is materially inaccurate or insufficient, the applicant may be denied priority or berthing privileges at the sole discretion of the Port Corporation.
- C. The Port Corporation will acknowledge the application by an expressly written communication or other substantive form of electronic communication. Such acknowledgment shall be deemed binding and conclusive upon the applicant for berth in accordance with its terms and this Tariff, unless the applicant immediately corrects any errors contained therein.
- D. The assignment of berth privileges includes only the right of the applicant to dock the designated vessels at such berth as may be assigned by the Port Corporation. Because of the nature of the marine terminal business, and of ships and vessels generally, actual berthing is subject to availability at the time the vessel arrives.
- E. Berth assignments are subject to the right of the Port Corporation to dock other vessels at any berth at its own discretion.

## **Item 2: NOTICE OF RELEASE OF FIRST CALL ON BERTH PRIVILEGE**

When an applicant desires to cancel a berthing assignment, written notice shall be given five (5) days in advance to preclude any loss of dockage charges. If notice is not provided as such, the Port Corporation reserves the right to bill against the master, vessel owners, charterers or their agents to the extent of the minimum dockage charge as set forth in the current issue of the Port Corporation Tariff and to use the unoccupied berth for other purposes.

## **Item 3: MOVEMENT OF VESSELS**

The right of a vessel to the use of docks and piers of the Port Corporation ceases after the cargo operation has been completed. Vessels shall be moved or leave docks and piers of the Port Corporation at the direction of the Port Corporation, whether or not cargo work has been completed. Any vessel that is not moved promptly upon notice to so move may be shifted. Any expenses involved during such shifting or removal, including damage to the vessel or other vessels, or to the wharves or piers, shall be charged to said vessel.

## **Item 4: ASSIGNMENT OF CRANES AND CARGO HANDLING EQUIPMENT**

Assignment of gantry crane buckets, forklifts, lumber carriers, and all other cargo handling equipment at any terminal shall be at the sole and exclusive discretion of the Port Corporation. In any event, no crane will be assigned to work after regular work hours on weekdays unless request therefor has been made to the Port Corporation no later than 3:00 p.m., and no crane will be assigned to work on Saturday and Sunday unless a request therefor has been made expressly to the Port Corporation no later than 3:00 p.m. the preceding Friday, and no crane will be assigned to work on a holiday unless request therefor has been made expressly to the Port Corporation not later than 3:00 p.m. the prior preceding regular work day.

## **Item 5: STEVEDORING**

All stevedoring work performed will be subject to the rules and regulations of the Port Corporation. The Port Corporation assumes no responsibility or legal liability for such work. Nor does the Port Corporation provide any warranties pertaining to such cargo operation, unless expressed in writing in this Tariff. The Port Corporation does not act in the capacity of a stevedore. Stevedoring at the Port Corporation is performed by independent contractors.

## **Item 6: ORDERING OF CARS AND SHIPMENT BY RAIL**

Orders to rail carriers for the placing, shifting, and/or removal of empty and loaded railroad equipment shall only be issued by the Port Corporation. It shall be the responsibility of the cargo owner and/or its representative(s) to expressly notify the Port Corporation, prior to a vessel's arrival, of the rail car requirements for loading of import cargo. Failure to provide such notification may result in the billing of cargo demurrage charges, and said charges will be assessed to the cargo owner and/or his representative(s).

### **Item 7: SECURITY GUARDS**

The Port Corporation provides limited routine security services for the benefit of its terminal facilities. User will be responsible to pay for additional security guards as may be requested by the User, or as may be required due to the User's use of the Terminal, as determined in the Port Corporation's sole discretion, at the rate per security guard set forth in Item 4 of Rule 34.6, Schedule of Rates.

### **Item 8: RECEIVING AND DELIVERING CARGO DURING OTHER THAN REGULAR WORKING HOURS**

When the loading or unloading of vessels is performed at the Port Corporation, or when cargo is received and/or delivered during hours other than regular working hours, which are 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m. daily, except Saturdays, Sundays and holidays, prior arrangements must be made. At least one representative of the Port Corporation will be assigned to each overtime operation. The overtime expense of the representative assigned to each cargo operation will be assessed against the steamship company or organization responsible for overtime work or requesting the same.

### **Item 9: SORTING**

When consignees or shippers are required or requested to be furnished with particulars of serial numbers, special stencil marks, weights or packages, etc., charges will be assessed to parties requesting such service.

### **Item 10: SAMPLING, CORING, BORING, AND WEIGHING**

Whenever a cargo is required to be weighed, cored, bored, or sampled, it shall be the responsibility of the weighmaster to:

- A. Re-palletize such cargo to the satisfaction of the Port Corporation, if the cargo is palletized prior to such operation; or
- B. Replace the cargo to the satisfaction of the Port Corporation, if the cargo is not palletized prior to such operation.

If the cargo is not re-palletized or replaced by the weighmaster as described, the costs incurred by the Port Corporation for such work shall be assessed against the cargo owner.

### **Item 11: REFUSE REMOVAL**

All trash, litter, dunnage, and refuse, of any kind, shall be cleaned and disposed of by persons responsible therefor. If such disposal does not occur, the work will be performed by the Port Corporation and costs incurred will be charged to the responsible person(s), in accordance with the rates set forth in Rule 34.6 Schedule of Rates.

## **Item 12: RULES OF MANAGEMENT**

The Port Corporation reserves the right to:

- A. Refuse to handle any commodity which, as determined by the Port Corporation, is corrosive, may result in contamination of other cargoes, may tend to damage equipment, or is otherwise not suitable for handling at any of its terminals under the prevailing circumstances.
- B. Designate the order in which vessels shall be berthed to avoid overall delays and to permit the best possible service to all users of the Port Corporation terminal facilities. Vessels shall be berthed in the order determined by the Port Corporation to avoid overall delays, subject, however, to the procedures for prior filing of an application for berth as required elsewhere in this Tariff.
- C. Require vessels occupying berths to work overtime continuously, or as directed by the Port Corporation, to complete the loading and unloading operation, at the expense of such vessels, their owners, charterers and agents, when it is determined by the Port Corporation to be necessary to expedite the movement of vessels, to avoid congestion, and/or to insure the fullest possible use of terminal facilities.
- D. Specify the number of gangs that shall be used by vessels, their owners, charterers and agents to maximize overall cargo loading and/or discharge rates.
- E. Designate the order in which rail cars or trucks, or both, shall be received and loaded or unloaded to avoid overall delays and permit the best possible service to users of the Port Corporation terminals.
- F. Require any vessel in berth, which has not provided the Port Corporation with a minimum of two (2) weeks' notice, to vacate the berth temporarily so as to permit another vessel that has provided the required notice to berth. Any cost associated with the shifting such vessel as appropriate in the circumstances will be for the account of the vessel and/or cargo owners responsible.

## **Item 13: FRESH WATER**

Fresh water supplied to vessels during regular work hours will be provided in accordance with the rates set forth in the PPMTA tariff, or in the event that tariff is not applicable, as follows: \$426.34 per connection plus \$3.09 per ton.



**RULE 34.6**  
**SCHEDULE OF RATES**

**Item 1: LINE HANDLING**

Line handling services are not provided by the Port Corporation, but by an independent company with which the User must contract and pay directly, at its prevailing or negotiated rates. In the event that the Port Corporation does provide line handling, vessels will be charged a line handling fee of Seven Hundred Seven Hundred Seventy Two Dollars and Fifty Cents (\$772.50) for each mooring and unmooring operation, including when shifting berths. When such services are performed during overtime periods and on Saturdays, Sundays, and Holidays, a minimum of four (4) hours per man is guaranteed. All additional hours will be charged at full labor rate plus overtime differential.

**Item 2: ELECTRIC LIGHTS AND POWER**

- A. Electric lights will be supplied (if available) at NINE DOLLARS AND TWENTYCENTS (\$9.20) per light, per night or fraction thereof.
- B. Electric current for power purposes will be supplied at the rate of Forty Six Cents (\$0.46) per kilowatt hour.

**Item 3: EQUIPMENT RENTAL**

**A. Conditions:**

- 1. Equipment will be rented from the Port Corporation, when available. The rental equipment and personnel to operate the same will be under the direct and sole supervision of the lessee of the equipment, and the operating personnel shall be considered, during the entire period of the rental, to be the agent, servant, workman, and employee of the lessee, not of the Port Corporation. Users of such equipment agree to defend and hold Port Corporation harmless from liability resulting from the use of said equipment unless such results from the negligence of the Port Corporation.
- 2. Unless otherwise specified, the minimum charge on equipment rented shall be based on two (2) hours work.

**B. Equipment Rental Rates**

- 1. Cranes:
  - a. Kochs \$572.25/hr.
  - b. Paceco \$572.25/hr.
- 2. Multi-purpose bulk and container in pan(s): \$1.34 per Short Ton

3. Clamshell Buckets:		
a.	Up to 2 cubic yard capacity	\$21.01/hr.
b.	2.5 cubic yard capacity	\$26.27/hr.
c.	3 cubic yard capacity	\$32.57/hr.
d.	5 cubic yard capacity	\$52.53/hr.
e.	6 cubic yard capacity	\$68.29/hr.
f.	8.2 cubic yard capacity	\$84.05/hr.
g.	17.5 cubic yard capacity	\$177.55/hr.
h.	22.5 cubic yard capacity	\$203.82/hr.
g.	24 cubic yard capacity	\$230.08/hr.
5. Mobile equipment:		
a.	Straddle carrier with operator	\$74.59/hr.
b.	Mobile sweeper with operator	\$74.59/hr.
c.	5 yard dump truck with operator	\$74.59/hr.
d.	Railcar mover with operator	\$200.85/hr.
e.	Top Loader	\$200.85/hr.
f.	Custom Moffett Trailer	\$154.50/hr.
6. Loaders:		
a.	2 cubic yard	\$74.59/hr.
b.	3.5 cubic yard (#47)	\$81.95/hr.
c.	7 cubic yard (#50)	\$151.29/hr.
d.	48" Ship Loading Conveyor	\$151.29/hr.
e.	Shifting Cargo at Terminal	\$151.29/hr.
7. Forklifts:		
a.	Up to 6,000 lbs. capacity	\$74.59/hr.
b.	6,000 lbs. to 15,000 lbs. capacity	\$86.15/hr.
c.	15,000 lbs. to 30,000 lbs. capacity	\$107.16/hr.
d.	30,000 lbs. to 46,000 lbs. capacity	\$135.53/hr.

The above equipment rental rates reflect straight time labor rates only. Appropriate differentials for labor set forth in Item 4: Labor should be applied where applicable.

#### **Item 4: LABOR**

The labor rates shown below are in effect at the Port Corporation terminals. The straight time is reflected in Column (A). Overtime shall be billed at the rates in Columns (A) + (B), except that, if it is one continuous operation, overtime during meal hours (6:00 p.m. – 7:00 p.m.) and between the hours of 12:00 midnight and 8:00 a.m. shall be billed at the rates in Columns (A) + (C); otherwise, between 7:00 a.m. and 8:00 a.m., it shall be billed at the rates in Columns (A) + (B). Overtime on paid holidays between the hours of 8:00

a.m. and 5:00 p.m. shall be billed at the rates shown in the rates in Columns (A) + (B). During other hours, the rates shall be that shown in Column (A).

There shall be a minimum of a 4 hour charge for work performed on weekends and holidays

<b>Labor Rates Per Hour Category</b>	<b>Column A Straight Time</b>	<b>Column B Overtime Differential</b>	<b>Column "C" Meal Hour or Midnight Differential</b>
<b>Supervisors</b>	<b>\$55.80</b>	<b>\$17.29</b>	<b>\$34.59</b>
<b>Crane Operators</b>	<b>\$54.81</b>	<b>\$17.00</b>	<b>\$34.00</b>
<b>Checkers, Mechanics &amp; Electricians</b>	<b>\$54.40</b>	<b>\$16.05</b>	<b>\$32.09</b>
<b>Equipment Operators &amp; Truck Drivers</b>	<b>\$51.98</b>	<b>\$15.08</b>	<b>\$30.16</b>
<b>Laborers</b>	<b>\$50.26</b>	<b>\$14.57</b>	<b>\$29.15</b>
<b>Security Guards</b>	<b>\$55.00, plus \$8.00 per each 10 hour shift for meals</b>		

**Item 5: STORAGE AND HANDLING**

Terminal storage of cargo shall be at the rates set forth in the following table, per month or portion of a month, as described more fully below.

Charges for storage begin upon the expiration of free time. If the free time expires between the 1st and 14th day of the month, and the goods remain in storage after the expiration of free time, a full month's storage charges are due. If the free time expires after the 15th of the month and the goods remain in storage after the expiration of free time, 1/2 a month's storage are due. After that time storage is billed on the first day of each month for all cargo remaining on the terminal as of that date.

<b><u>Commodity</u></b>	<b><u>Handling In</u></b>	<b><u>Rate for Inside Storage</u></b>	<b><u>Rate for Outside Storage</u></b>
Steel Coils	\$0.11 cwt	\$0.11 cwt	\$0.08 cwt
Bundles Pipe	\$0.23 cwt	\$0.23 cwt	\$0.15cwt
Pieces Pipe	\$0.28cwt	\$0.28cwt	\$0.18cwt
Steel Plate	\$0.23 cwt	\$0.23 cwt	\$0.15cwt
Beams/Channel	\$0.28cwt	N/A	\$0.28cwt
Flat Bar/Angle	\$0.23cwt	\$0.23cwt	\$0.15cwt
Rebar	\$0.23cwt	\$0.23cwt	\$0.15cwt

Wire Rod	\$0.28cwt	\$0.28cwt	\$0.18cwt
Slabs	\$0.08 cwt	N/A	\$0.08cwt
Plywood	\$0.22cwt	\$0.22cwt	N/A
Lumber	\$0.29cwt	\$0.29cwt	\$0.19cwt
Not Otherwise Specified and Overweight and Dimensional Cargo (in excess of 300 cubic feet/net ton)	Available by Request	Available by Request	Available by Request

\*

All storage rates increase by 25% at 90 days, 50% at 180 days, and 100% at 360 days

Early truck loading is available by special arrangement at the rate of \$100 per truck.

**Item 6: WASTE DISPOSAL**

Disposal of vessel dunnage and other refuse by the Port Corporation will incur and be subject to the following charges:

\$1242.00 per 30 yard dumpster, consisting of at \$834.00 dumpster fee and \$420.24 for labor.

\$1283.45 per 40 yard dumpster, consisting of \$875.45 dumpster fee and \$420.24 for labor

If the User furnishes or arranges for its own dumpster, labor fee of \$420.24 will still be applicable.

**RULE 34.7**  
**FORMS**

**[Following on Attached Pages]**

**Form 1- Notice Of Claim For Damages Against The South Jersey Port Corporation**  
**Form 2- Hot Work Permit**

**Addendum-Temporary Storage Congestion Fee**  
**[Follows Forms]**

[FORM 1]

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

Send To:

Andrew Saporito, Executive Director & CEO  
South Jersey Port Corporation  
Joseph A. Balzano Marine Terminal  
2nd & Beckett Street  
Camden, New Jersey 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 PERSUANT 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:



A. 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?

Yes  No

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.

#### **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 are 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 #	DATE:	TIME:
PERMIT REQUEST	DATE:	TIME:
PERMIT EXPIRES	DATE:	TIME:
SIGNATURE OF CHWS:		

### 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.

<b>APPROVAL</b>	
Approved Signature:	
Expiration Date:	
Notes:	

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

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.

## Addendum-Temporary Storage Congestion Fee

As a result of global supply chain issues, plywood crates and steel coils are being stored at the terminals longer than usual, creating a lack of indoor warehouse capacity and producing challenges in accommodating additional vessel calls at the terminals. Accordingly, Terminal Operator hereby implements this temporary storage rate structure, to be effective from October 15, 2022, through and including December 31, 2022.

The congestion fee applies only to indoor storage and commences 2 months after the cargo is, or was, received at the terminal.

### Plywood

TIME ON PORT	CURRENT MONTHLY SJPC STORAGE RATE*	CONGESTION FEE	COMBINED MONTHLY STORAGE RATE TOTAL
Upon Expiration of Free Time	\$0.22 per 100 lbs. (\$4.85 mt)		\$0.22 per 100 lbs. (\$4.85 mt)
2 Months	\$0.22 per 100 lbs. (\$4.85 mt)	\$0.30 per 100 lbs. (\$6.61 mt)	\$0.52 per 100 lbs. (\$11.46 mt)
3 Months	\$0.28 per 100 lbs. (\$6.17 mt)	\$0.45 per 100 lbs. (\$9.92 mt)	\$0.73 per 100 lbs. (\$16.09 mt)
4 months	\$0.28 per 100 lbs. (\$6.17 mt)	\$0.60 per 100 lbs. (\$13.22 mt)	\$0.88 per 100 lbs. (\$19.40 mt)
5 months	\$0.28 per 100 lbs. (\$6.17 mt)	\$0.70 per 100 lbs. (\$15.43 mt)	\$0.98 per 100 lbs. (\$21.60 mt)
6 months	\$0.33 per 100 lbs. (\$7.27 mt)	\$0.80 per 100 lbs. (\$17.63 mt)	\$1.13 per 100 lbs. (\$24.91 mt)

+\$0.10 increase each month thereafter

\* Per Rule 34.6 Tariff Item 5, storage rate increases to \$0.44 per 100 lbs. (\$9.70 mt) at 360 days storage.

### Steel Coils

TIME ON PORT	CURRENT MONTHLY SJPC STORAGE RATE*	CONGESTION FEE	COMBINED MONTHLY STORAGE RATE TOTAL
Upon Expiration of Free Time	\$0.11 per 100 lbs. (\$2.42 mt)		\$0.11 per 100 lbs. (\$2.42 mt)
2 Months	\$0.11 per 100 lbs. (\$2.42 mt)	\$0.30 per 100 lbs. (\$6.61 mt)	\$0.41 per 100 lbs. (\$9.04 mt)
3 Months	\$0.14 per 100 lbs. (\$3.09 mt)	\$0.45 per 100 lbs. (\$9.92 mt)	\$0.59 per 100 lbs. (\$13.00 mt)
4 months	\$0.14 per 100 lbs. (\$3.09 mt)	\$0.60 per 100 lbs. (\$13.22 mt)	\$0.74 per 100 lbs. (\$16.31 mt)
5 months	\$0.14 per 100 lbs. (\$3.09 mt)	\$0.70 per 100 lbs. (\$15.43 mt)	\$0.84 per 100 lbs. (\$18.51 mt)
6 months	\$0.17 per 100 lbs. (\$3.75 mt)	\$0.80 per 100 lbs. (\$17.63 mt)	\$0.97 per 100 lbs. (\$21.38 mt)

+\$0.10 increase each month thereafter

\* Per Rule 34.6 Tariff Item 5, storage rate increases to \$0.22 per 100 lbs. (\$4.85 mt) at 360 days storage.