

REAL ESTATE DIVISION

SCHEDULE No. 1

FOR

NEW BEDFORD STATE PIER

RATES, RULES, AND REGULATIONS
FOR
CONVENTIONAL AND CONTAINER TERMINAL SERVICES

Effective January 1, 2019

Contents

Section I.	GENERAL INFORMATION.....	4
A.	INTRODUCTION	4
B.	RIGHTS AND COMPLIANCE	5
Section II	ABBREVIATIONS, DEFINITIONS AND SYMBOLS	5
A.	ABBREVIATIONS	5
B.	DEFINITIONS.....	6
Section III	GENERAL RULES AND REGULATIONS.....	9
A.	GENERAL.....	9
B.	HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO.....	10
C.	RIGHTS OF THE TERMINAL.....	14

D.	ENVIRONMENTAL.....	14
E.	VESSELS MOORING.....	15
F.	SECURITY	17
G.	BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER.....	18
H.	SAFETY	19
I.	LIABILITY AND INSURANCE	20
J.	RULES AND REGULATIONS	21
Section IV.	PAYMENT	25
Section V.	RATES, CHARGES AND FEES.....	26
Section VI.	FISHING VESSELS.....	31

Section I. GENERAL INFORMATION

A. INTRODUCTION

1. SCOPE- The rules, regulations, conditions, rates and/or charges set forth in this Schedule shall apply to all activities at the NEW BEDFORD STATE PIER (“State Pier”), owned by the Commonwealth of Massachusetts, under the authority of the Department of Conservation and Recreation (“DCR”), and managed by the Massachusetts Development Finance Agency (“MassDevelopment”).

2. APPLICABILITY- The rules, regulations, conditions, rates and/or charges set forth in this Schedule shall apply to all Vessels and personnel making deliveries to the New Bedford State Pier. Persons entering the Terminal shall do so at their own risk.

3. COMPLAINTS-Requests and complaints shall be promptly and fairly considered by the Terminal provided that they are submitted in writing to the Terminal Manager at the address listed in this Schedule.

4. NON-RETROACTIVE-When the action of the Terminal is in response to a request or complaint and requires a change to this Schedule, no such change will be retroactive.

5. RULE OF LAW-The laws of the United States of America and the Commonwealth of Massachusetts shall apply to the provisions of this Schedule.

6. CONTACTS: NEW BEDFORD STATE PIER
MassDevelopment, Terminal Operator
93 State Pier, New Bedford, MA 02740 USA
Jessica Shahdan, Terminal Manager
Office: (508) 993-1646
Cell: (617) 908-7685
Fax: (508) 991-4684
Email: Jessica.shahdan@mass.gov

MASSDEVELOPMENT
Attn: Director of Maritime Facilities and Operations
99 High Street
Boston, MA 02110
Office: 617-330-2002
Cell: 617-512-6334
Fax: 617-330-2001

7. HOURS OF OPERATION- The Terminal operates 24 hours a day, 365 days per year. Administrative office hours are 0730-1530 (7:30 AM to 3:30 PM) local time, Monday through



Friday. The office is closed from 1200-1300 daily. The Terminal reserves the right to close any of its Terminal Facilities at its discretion for its convenience.

8. HOLIDAYS- For the purposes of this Schedule, the following public legal holidays are observed by the Commonwealth of Massachusetts, or any day celebrated in lieu thereof.

New Year’s Day	January 1
Martin Luther King Day	January 16
Presidents Day	Third Monday in February
Patriots Day	Third Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. RIGHTS AND COMPLIANCE

1. RIGHT OF FINAL DECISION-In the event of a dispute regarding any of the terms and conditions as stated in this Schedule, the decision of the Terminal Operator shall be final.
2. ADDITIONAL COMPLIANCE-Users of the State Pier are subject to federal, state and municipal regulations as applicable.
3. SECURITY-Users are advised that the State Pier is subject to the federal security regulations under 33 CFR Part 105.
4. SAFETY-Users of the Terminal shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.

Section II ABBREVIATIONS, DEFINITIONS AND SYMBOLS

A. ABBREVIATIONS

@	At	FSO	Facility Security Officer
%	Per Cent	FSP	Facility Security Plan
AM	Before noon, local time	Ft	Feet
BBL	Barrel	K	One Thousand
CFS	Cargo Freight Station	KD	Knocked Down
COR	Certificate of Registry	KG	Kilograms
Cu.Ft.	Cubic Feet	KHW	Kilowatt Hour
CWT	Hundredweight-100lbs.	Lbs.	Pounds
CY	Container Yard	LT	Long Ton-2,240 pounds
EA	Each	M	Thousand
FMC	Federal Maritime Commission	MA	Massachusetts

MBF	Thousand Board Feet	Sq.	Square
Meas.	Measurement	ST	Short Ton-2,000 pounds
MT	Metric Ton-2,205 pounds	S.T.	Straight Time
NA	Not Applicable	SU	Set Up
N.C.	No Charge	Ro-Ro	Roll On-Roll Off
NOS	Not Otherwise Specified	T	Ton
O.T.	Overtime	USD	U.S. Dollars
Pkg.	Package	Viz.	Specifically or Namely
PM	After noon, local time	Wt.	Weight
S.F.	Square Feet		

B. DEFINITIONS

Capitalized terms used herein shall have the meaning ascribed to them in this section. Lower case terms shall have their ordinary meaning as used for maritime operations.

1. BARREL-equivalent to 42 US gallons of fresh water.
2. BERTH- Shall mean the area of water alongside a pier where a vessels is docked.
3. CARGO- Merchandise or passengers to be loaded on or discharged from a vessel, truck, container or railcar.
4. CURRENCY-For the purposes of rates and charges as outlined in this Schedule, all rates shall mean US Dollars.
5. DEMURRAGE –This is the charge assessed against cargo which remains in or on the Terminal after expiration of any free time allowed.
6. DEPARTMENT- DCR - Shall mean the Department of Conservation and Recreation, or its duly authorized Terminal Operator.
7. DOCK-Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.
8. DOCKAGE - Charges assessed against the Vessel for berthing at a Wharf, Pier, bulkhead structure, or bank or for mooring to a Vessel so berthed.
9. DUNNAGE-pieces of wood, matting, synthetic material or similar material used to secure Cargo aboard a Vessel or used for handling and storing Cargo ashore.
10. FACILITY SECURITY OFFICER (FSO)-The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
11. FACILITY SECURITY PLAN (FSP)-The plan for terminal security under the requirements of 33 CFR Part 105.

12. **FREE TIME**- This is the time period during which Cargo may occupy space assigned to it on the Pier without being subject to Wharf Demurrage or storage charges, including Cargo allowed to remain on the Pier or property free of charge immediately prior to the loading of the Vessel, or immediately subsequent to its discharge from a Vessel until such time the Cargo is removed from the Terminal.
13. **HANDLING**-Shall mean the physical movement of Cargo or Persons as managed by personnel with or without mechanical means.
14. **HANDLING CHARGE**- Shall mean the charge assessed in performing loading or discharge of Cargo between ship's tackle, or terminal's tackle, and place of rest on Dock, truck, Vessel or other conveyance.
15. **HAZARDOUS CARGO**-Shall mean any liquid or solid material which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons, including but not limited to materials so defined under 49 CFR Parts 171-179, or designated by the US Environmental Protection Agency, US Department of Transportation (DOT), International Maritime Dangerous Goods (IMDG) Code, and/or the Commonwealth Department of Environmental Protection or the Massachusetts Department Of Transportation as a hazardous material, substance or waste, including waste oils, solvents and other substances requiring special protections, handling and disposal.
16. **LICENSE**-Shall mean a document issued by the Department or Terminal Operator granting permission to the Licensee to conduct specified business on the property managed by the Terminal.
17. **LAYBERTHING**-A vessel moored at the pier in an inactive status and not engaged in operations, cargo handling or active use.
18. **LICENSEE** – Any Person entering on or conducting business with the Terminal pursuant to a License.
19. **LIVESTOCK**-Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as Cargo.
20. **LONGSHOREMAN**-Shall mean any person engaged in the handling of Cargo directly to or from a Vessel.
21. **MANIFEST**-Shall mean any formal list of the consignments placed on board a Vessel, including, but not limited to, the cargo load on or discharged from, or persons arriving on or embarking on a Vessel including crew.
22. **OVERALL**-Shall mean the greatest distance between two points either above or below water.

23. **OVERSIDE CARGO HANDLING**- Shall mean shipments handled over the rail or deck edge of a Vessel (overside) of a Vessel or Vessels alongside Dock where freight or Cargo is transferred directly between Vessels berthed at Wharf, but not using facilities of Wharf in its transfer, or freight received by Vessel or discharged into water, to barges, boats or other Vessel, while Vessel is berthed at Wharf.
24. **PACKAGE**-A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
25. **PALLETIZED FREIGHT**-Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
26. **PER DIEM**-Shall mean a period of one day equivalent to 24 hours.
27. **PERSON(S)** -Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
28. **PIER**-The fixed structure along the water's edge to which a Vessel may be tied up and moored.
29. **PERISHABLE CARGO**-Shall mean such agricultural, seafood or other products required to be stored and transported in temperature or environmentally controlled environments.
30. **PLACE OF REST** – Shall mean an area on the Terminal premises where Cargo would ordinarily be deposited when received, subject to non-interference with Terminal operations. The actual point where the Cargo is placed.
31. **REEFER**-Shall mean refrigerated Cargo or the temperature controlled unit it is contained within.
32. **SLIP**-A Berth for smaller Vessels.
33. **STEVEDORE**-Shall mean any management company or entity engaged in the management of the handling of Cargo or passengers, on behalf of the Vessel, at marine facilities.
34. **STRIKE STORAGE**-Charge assessed against Cargo remaining on the Pier at the commencement of a strike, which prevents receipt, or delivery of Cargo. The time period for this charge begins upon expiration of Free Time and ends upon removal or clearance of the Cargo from the Pier.
35. **TENANT**-Any party that leases or subleases property for exclusive or non-exclusive use at the State Pier.

36. **TERMINAL**-Terminal shall mean all land, Docks, Piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the State Pier owned by the Commonwealth of Massachusetts, acting by and through the Department of Conservation and Recreation, Office of Waterways, and operated by MassDevelopment.
37. **TERMINAL FACILITIES**- One or more structures, including but not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, bulk cargo loading and/or unloading structures, landings and receiving stations used for the transmission, care and convenience of Cargo or passengers in the interchange between land and water carriers or between two water carriers.
38. **TERMINAL MANAGER**-Under this Schedule shall mean the senior manager, or his/her designee, who shall be the local representative responsible for the management of the State Pier.
39. **TERMINAL OPERATOR**- MassDevelopment or any person designated by them as responsible for the management and operations of the State Pier facilities.
40. **TERMINAL SERVICES**- Dockage, Free Time, Handling, heavy lift, loading and unloading Terminal Storage, usage, Wharfage and Wharf Demurrage as defined in this Schedule.
41. **TERMINAL STORAGE**- The service of providing warehouse or other terminal facilities for the storage 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 and refrigerated storage.
42. **TON**-Measure of Weight as follows:
- a. Short Ton as expressed in this Schedule shall mean 2,000 pounds US.
 - b. Long Ton as expressed in this Schedule shall mean 2,240 pounds US.
 - c. Metric Ton as expressed in this Schedule shall mean 2,205 pounds US.
43. **VEHICLE**-Shall mean any car, truck or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
44. **VESSEL**-Shall mean any floating craft, self-propelled or non-self-propelled, including commercial ships and boats, “tall ship” and other sailing ships, fishing boats, recreational boats, barges, skiffs, or similar craft, as well as public vessels and craft.
45. **WHARF**-Shall mean the cargo handling area located on the Terminal.
46. **WHARFAGE**- Shall mean the charge assessed by the Terminal against all Cargo passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at the Wharf or moored in slip adjacent to the Wharf. Wharfage is solely the charge for use of the Wharf and does not include charge for any other service.

47. WHARF DEMURRAGE-See Demurrage.

48. WHARF STORAGE- Shall mean the charge assessed against Cargo remaining on the Pier or Wharf after the expiration of Free Time, or for providing warehousing or other uses of Terminal Facilities for the storage of inbound, outbound, import or export Cargo, with the permission of the Terminal Manager.

Section III GENERAL RULES AND REGULATIONS

A. GENERAL

1. PUBLIC THOROUGHFARES-The Terminal is not a public thoroughfare.

2. ACCESS TO TERMINAL -The Terminal Manager shall at all times have the right to refuse access to any Dock or Terminal Facility by any Person or Vessel or to remove any Person, Vessel or Cargo at any time from any dock or Terminal Facility. This right shall be reserved at all times to the Terminal Manager without responsibility for Demurrage, loss or damage when:

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

3. CONTROL OF PERSONNEL ON TERMINAL-Personnel are subject to the rules and regulations of the Terminal and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

4. UNAUTHORIZED PERSONS-No unauthorized persons are permitted on the Terminal at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

5. DAMAGE TO FACILITIES- Vessels, their owners, agents and all other Persons using the Terminal are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the Dock when landing, laying alongside or when leaving the Dock. The Terminal Operator reserves the right to repair, contract or cause to be repaired, any

and all damages to Docks, Wharves, buildings, utilities, equipment and other Terminal Facilities caused by Vessels, their owners and/or agents, Stevedores or other parties and hold them responsible for payment.

B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

1. **RIGHT TO REFUSE CARGO**-The Terminal Manager shall at all times have the right to refuse to accept, receive or unload, or permit a Vessel to discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Operator or Terminal Manager by the shipper, consignee or Vessel,
- b. Cargo not suitably packed for safe transportation,
- c. When the shipper, Vessel or other party responsible for the Cargo has outstanding charges that have not been paid,
- d. Cargo deemed by the Terminal Operator or the Terminal Manager in the reasonable exercise of his/her discretion, to be offensive, obnoxious, perishable or hazardous,
- e. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it,
- f. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the Docks or Terminal Facilities, or any portion of them, from providing customary service to the public,
- g. Hazardous Cargo not previously granted permission to be accommodated or that is mislabeled or not properly labeled, and
- h. Cargo of a nature that may create a safety concern for the Terminal or when the Terminal is not properly equipped to handle such Cargo.

2. **OFFENSIVE FREIGHT**- Hazardous Cargo or other offensive or obnoxious freight, which, by its nature, is likely in the judgment of the Terminal Manager to damage Terminal Facilities is subject to immediate removal either from the Wharf or Terminal or to other locations within the Terminal with all expense and risk of loss or damage, for the account of the owner, shipper, consignee or Vessel, the Terminal Operator being liable for loss or damage only in case of its own negligence.

3. **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO**-The Terminal Manager may move or remove Cargo from Terminal to safeguard life and property, for the convenience of the Terminal's operations, or if Cargo on the Wharf remains after expiration of free time. Freight shut out at time of clearance of a Vessel may be piled or re-piled to make space,

transferred to other locations or receptacles within the Terminal, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, Vessel or carrier as responsibility may appear, the Terminal Operator being liable for loss or damage only in case of its own negligence.

4. **ACCESS TO CARGO RECORDS**-The Vessel will be required to allow the Terminal Manager to have access to the manifest of Cargo, loading list, or other transportation documents at, or within 48 hours of, the time the Vessel starts loading or discharging Cargo or passengers, or prior to that time if available, for the purpose of supervising the proper use of the Terminal Facilities, refusing a Berth to or removing from a Berth a Vessel carrying Hazardous Cargo, and obtaining the data necessary to permit the correct determination of charges.

5. **STORAGE LOCATION**-The Terminal Manager reserves the right at its option to require the owner, shipper, consignee, Vessel or carrier to store in a public warehouse, or to move to another location on the Pier at the entire risk and expense of the owner, shipper, consignee or Vessel, all Cargo which is not removed at the expiration of the prescribed Free Time. The Terminal Operator shall have a lien on such Cargo in the public warehouse or on the Pier for all charges due.

6. **ABANDONED CARGO**- If Cargo (such as damaged or unsaleable cargo) is abandoned and left upon the Pier, the owner, shipper, consignee, Vessel or carrier or party responsible for the Cargo will be responsible for removal of such Cargo at its own expense and for reimbursement to the Terminal if any Wharfage, Wharf Storage or other charges have accumulated. The Terminal Manager may, at his/her discretion, require a delay in sailing of the Vessel until such Cargo has been removed, and charges and accrued Dockage or Wharfage charges resulting from the delay have been paid in full. Cargo abandoned on the Terminal may be disposed of in a manner determined by the Terminal Manager including disposal or sale of the Cargo as appropriate.

7. **HAZARDOUS CARGO**-

A. **NOTICE**. Notice shall be given to the Terminal Operator of any Vessel carrying Hazardous Cargo at least seventy-two (72) hours prior to a requested landing or use of Docks.

B. **HANDLING OR STORAGE**. The acceptance, handling or storage of Hazardous Cargo shall be subject to special arrangements with and permission of the Terminal Operator and governed by rules and regulations of federal, state and local authorities. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes onto over or across the Pier shall be made to the Terminal Manager. Such application shall be delivered to the Terminal Manager at least seventy-two (72) hours prior to landing or use of Docks and shall, at a minimum, include the following information:

1. Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency.

2. Description of the Hazardous Cargo, including the technical name of the product involved and its hazardous class number under the US DOT Hazard Classification System, 49 CFR Part 172.

3. Amount of Hazardous Cargo, including the number and weight of packages or containers.

4. Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the Hazardous Cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency.

5. Copies of all relevant DOT shipping documents specifying the shipping name of the Hazardous Cargo, packing group, and emergency response requirements.

6. Signed shipper's certificate as required per 49 CFR 172.204. If in its sole discretion the Terminal Manager accepts Hazardous Cargo documented and labeled pursuant to the rules of the IMDG Code, the signed shippers certificate shall contain the following language: "I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations."

7. Copies of relevant documentation for cargoes comprised of firearms, firearms components and/or military equipment, including required End-User Certificates, must be provided to the Terminal Operator along with relevant shipping and clearance documents.

C. HANDLING AND STORAGE RULES.

1. LABELING. Dangerous and Hazardous Cargo moving via the State Piers must be documented, marked, labeled and/or placarded according to U.S. Department of Transportation regulations, 49 CFR parts 100-199 (particularly Part 172). Failure to have proper labeling will result in Hazardous Cargo being refused entry into the Terminal.

2. MOVEMENT. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the Commonwealth of Massachusetts, the City of New Bedford, and other proper and competent authorities.

3. WATCHMEN. The Terminal Manager may require the Vessel or owner of the Hazardous Cargo to employ special watchmen at the expense of the Vessel or owner of the Hazardous Cargo, to watch over any Hazardous Cargo on the Pier, when in the judgment of the Terminal Manager such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the Hazardous Cargo has been removed from the Pier.

4. **BREAKAGE.** In the event of spillage, breakage, release, fire or other emergency event, the Vessel and/or owner of the Hazardous Cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use. The Terminal Manager shall have the right and discretion to initiate the emergency response at the expense of the Vessel, its owners, agents or shippers.

5. **EXPLOSIVES AND RADIOACTIVE MATERIALS.** If handling is permitted by the Terminal Operator, cargo of DOT Hazard Classification System class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids or poisons, for loading to a Vessel, shall not be allowed on the Pier until it can be loaded aboard a Vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the Hazardous Cargo from the Vessel or to the Vessel. For inbound shipments, such Hazardous Cargo shall be removed from the Pier forthwith on the day it is discharged. The Terminal Manager shall be notified as far in advance as possible of the date and time of receiving such Hazardous Cargo, in order that a suitable location may be designated for a temporary Place of Rest for such Hazardous Cargo pending loading and removal from the Pier. Such notification shall include any special provisions for Handling and security, including the plan for over-the-road transportation to remove such material, the cost of which shall be the responsibility of the Vessel, its owner, agent or shipper.

8. **OTHER DANGEROUS, VOLATILE OR OBNOXIOUS CARGOES-** The Terminal Manager shall have the discretion to refuse other dangerous or obnoxious Cargoes if in its sole discretion it determines that such Cargo presents a hazard or would impede the safety or efficient operation of the Terminal. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.

9. **HAZARDOUS WASTE MATERIAL STORAGE** -No dangerous or hazardous waste materials may be stored on the Pier or in Terminal Facilities by Vessels, Tenants, Licensees or other Persons using the Terminal without permission of the Terminal Manager. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading or maintenance operations at the expense of such Persons. The Person conducting the removal shall comply with all relevant provisions of Federal, State and Municipal laws and regulations in the disposition of hazardous waste materials. Said disposition shall be in such a manner that the terminal shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials.

10. **OWNER'S RISK**-Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, the Terminal Operator being liable for loss or damage only in case of its own negligence. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by the Terminal Manager to be moored in slips at moorage dolphins, at wharf or alongside Vessels, are at owner's or shipper's risk for loss or damage.

11. **LIVESTOCK**-The acceptance and handling of Livestock shall be subject to special arrangements with the Terminal Manager, and governed by rules and regulations of federal, state, and local authorities.

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

C. RIGHTS OF THE TERMINAL

1. **RIGHT TO BOARD VESSEL AND INSPECT**-The Terminal Manager may enter upon and inspect any Vessel in Berth at its Terminal under the following conditions:

- a. The Terminal Manager specifies this to determine the kind and quantity of Cargo aboard,
- b. To identify safety or security concerns, and
- c. No person or persons shall hinder, molest or refuse entrance upon such Vessel for a specific purpose which must be noted.

2. **MANIFESTS REQUIRED OF VESSELS**-Masters, owners, agents or operators of Vessels are required to furnish the Terminal Manager with complete copies of Vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the Docks or Terminal Facilities. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted in the discretion of the Terminal Manager.

D. ENVIRONMENTAL

1. **COMPLIANCE**- All persons using the Terminal shall comply with all environmental regulations of the Federal government, Commonwealth of Massachusetts and the local municipalities of the City of New Bedford.

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

3. **DISCHARGE OF LIQUIDS**- Vessel shall not discharge fluids overboard into the waters of the Commonwealth of Massachusetts including black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

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

5. **DUNNAGE**-If Dunnage material, packaging material, wires, bands or refuse of any kind, have accumulated on the Pier during Cargo storage, loading or unloading, the Vessel will be held responsible for the prompt removal of such material immediately at the completion of stevedoring operations, and such removal is to be at its own expense. If such requirement is not promptly complied with, the Terminal will immediately remove such material and the expense incurred will be charged to the Vessel and must be paid prior to sailing.

E. VESSELS MOORING

1. **BERTHED**- Vessels berthing at the Terminal should, as directed by the Terminal Manager,

- a. Be properly manned at all times, with sufficient personnel on board to move the Vessel,
- b. Meet the standards set out in applicable international and Federal Security Regulations, specifically 33 CFR Part 105, and other rules including properly licensed and documented personnel

2. **APPROACH AND DEPARTURE FROM BERTHS**- Vessels approaching or departing from Berths when passing in and out of federal channels, over submerged lands outside of Terminal Berths, do so at their own risk and shall not hold the Terminal responsible for any casualty during such transit.

3. **BERTHING**- All Vessels desiring a Berth at either State Pier shall, as far in advance of the date of docking as possible, make application to the Terminal Manager at least 48 hours prior to scheduled time of arrival, specifying the estimated date and time of arrival and/or sailing, the Vessel size, and the nature and quantity of Cargo or number of passengers.

4. **ASSIGNED BERTH**-All Vessels receiving Berth assignments from the Terminal Manager, shall dock at their respective assigned location at the Pier, at the time and for the period stated in their application, and shall be solely responsible for making prior arrangements for docking assistance and stevedoring services, and for notifying the Terminal Manager of such arrangements.

5. **COMMUNICATIONS ALONGSIDE**-All Vessels when engaged in Cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager upon docking.

6. **EMERGENCY COMMUNICATIONS**-In case of emergency, including fire, explosion or similar incident and in case of injury, the Vessel shall call 911 and then notify the Terminal Manager.

7. **MOORING LINES**-Vessel moored at the Terminal will tend those lines regularly as required. Lines may not be slack at any times while handling Cargo.

8. **MOORING ALONGSIDE**-Vessels moored alongside shall be positioned at the direction of the Terminal Manger or his/her designee. Vessels must have a confirmed berthing agreement issued by the Terminal.
9. **WINCHES**-Constant tension winches when used shall be properly set to maintain the Vessel alongside in a proper manner at all times.
10. **TUGS**-In the event of severe weather, the Vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manger reserves the right to order one or more tugs if in his/her opinion, the use of assist tug(s) is appropriate. In such case, the Vessel shall be responsible for the cost of the assist tug(s).
11. **WEATHER AND TRAFFIC**-Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the Vessel while moored at the Terminal. The Terminal Manager reserves the right to shut down operations between the Vessel and the shore if in his/her opinion, a danger to personnel or property exists.
12. **MAINTENANCE**-Any Vessel wishing to conduct equipment or vessel maintenance must notify the Terminal Manager. Permits issued by the New Bedford Fire Department are required for hot work.
13. **DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS**-The Vessel take all precautions to insure that any liquid waste discharged into tank trucks ashore is done in such a manner to conform with US non-pollution requirements and in a manner to prevent spills into the waters of respective harbors or on terminal property. The Vessel shall provide personnel to act as watchman during the actual discharge of liquid waste. Only licensed vendors may be used and any spills must be reported to the Terminal immediately and if in the waters of harbor, to the U.S. Coast Guard.
14. **GANGWAYS**-Gangways between Vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.
15. **LINEHANDLING**-Personnel employed by the Terminal are not permitted to handle lines for Vessels except in case of emergency. Only vendors or personnel contracted by the Vessel or Stevedore and authorized by the Terminal Manager may handle lines on the Terminal.
16. **LIGHTING**-Vessels when moored alongside Terminal Dock shall be properly lit at all times of dusk, darkness and limited visibility.
17. **NON-INTERFERENCE**- All Vessels are responsible for insuring that personnel providing docking assistance or stevedoring services do not interfere in any way with the rights of other Persons using the Terminal or Terminal Facilities to free access or use of their pertinent leased or designated areas of the Terminal, and that such personnel exit the Terminal upon completion of the relevant services.

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

19. SCHEDULING OF VESSELS-The Terminal Manager reserves the right to establish Vessel Berthing schedules and the use of all Terminal Facilities for the convenience of the Terminal. Requests for Berthing must be made at least 48 hours in advance of Vessel arrival. If there are any Vessel traffic or Berthing conflicts, the Terminal Manager shall have final authority over Berthing assignments.

20. RIGHT OF TERMINAL TO MOVE VESSELS- Whenever necessary for the proper and safe operation of the Terminal and/or Terminal Facilities, the Terminal Manager may order a Vessel to depart the Terminal or to move to such other place as he/she directs at the expense of the Vessel. The Terminal Manager reserves the right to have a Vessel moved or removed at the expense of the owner when the order to comply is not acted upon, along with all costs for idle labor, crane(s) and equipment resulting from the delays. If any damage occurs to the Pier or other property, including the Vessel itself, as a result of such a move, all expenses shall be charged to the Vessel's owner or representative.

F. SECURITY

1. SECURITY CONFERENCE-All Vessels subject to the provisions of 33 CFR Part 105 are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

2. MARITIME SECURITY (MARSEC) LEVELS - MARSEC Levels are set by the US Coast Guard to reflect the prevailing threat environment to the marine elements. MARSEC Levels apply to the Terminals & Vessels docked at the Terminals. All personnel and Vessels must comply with MARSEC Level security measures. The Terminal Manager will notify Vessels should the MARSEC Level change.

3. COMMUNICATIONS-The Vessel shall maintain proper communications with the Terminal at all times when Docked at the Terminal. Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All handling security requirements on the Vessel must be able to speak English.

4. CREW PASSES -All crew members joining or departing Vessels, as well as those on shore leave, must have proper identification issued by the Vessel when on the Terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

5. PASSENGER PASSES-The master of each Vessel shall be responsible for the issuance of passenger passes for all Persons who enter the Terminal and are considered passengers or Persons in addition to the crew.
6. SCREENING-All Persons entering the Terminal, whether by land or by water, are subject to screening as deemed appropriate by the Terminal Manager. All vehicles are subject to search when entering or leaving the Terminal.
7. IDENTIFICATION BADGES-All personnel conducting business on the Terminal or upon entry shall have their TWIC card displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.
8. CARGO, PASSENGER AND CREW MANIFESTS-The master of each Vessel shall supply a complete Manifest of Cargo and Persons arriving on Vessels, including passengers, crew and Persons in addition to the crew to the Terminal upon arrival.
9. FEDERAL BACKGROUND CHECKS-All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.
10. PRIVATE VEHICLE ACCESS-Private vehicles are not permitted on Terminal Dock areas or aprons without express permission of the Terminal Manager.
11. ACCESS BY OTHER THAN VESSEL PERSONNEL-No Persons may access Vessels at the Terminal without advance notification and permission of the Terminal Manager.
12. MULTIPLE BERTHING DOS- For Vessels that frequently call upon the same waterfront facility, a Declaration of Security (DOS) for each interface is not required if the Vessel and Terminal enters into a written agreement stating the responsibility for each during the Vessel/Terminal interface. These agreements may be included in the Vessel Security Plan and the Facility Security Plan and must be renewed every 90 days. A new DOS must be completed prior to or immediately upon arrival should the MARSEC level change. In the event that the MARSEC level changes while the Vessel is Berthed, the Terminal Manager shall immediately notify the Vessel. Any changes to procedures for activity on the Terminal required by the Facility Security Plan must be implemented within twelve hours of the change in MARSEC level.

G. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

1. FUELING-The fueling of Vessels while moored at the Terminal by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with U.S. Coast Guard regulations and in a manner to prevent spills into the waters of the harbor or on Terminal property. Only licensed vendors may be used and any spills must be reported to the Terminal Manager immediately and, if in the waters of the harbor, to the US Coast Guard. The Terminal Manager may initiate response and clean-up actions in the event of a spill, at the Vessel's, or its

owner's, agent's or representative's expense; provided that the Terminal Operator Manager shall only be liable for any loss or damage in case of its own negligence.

2. **SHIP/SHORE SAFETY CHECK LIST**-Prior to the transfer of bunkers or fuel, the Vessel and Terminal shall complete a pre-transfer safety check off list in accordance with federal regulations.
3. **FIREFIGHTING EQUIPMENT**-All Vessels shall have firefighting equipment ready for use during bunkering. All personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).
4. **NOTICES**-All Vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.
5. **ACCESS TO VESSEL DURING FUELING**-Access to Vessels while fueling shall be restricted to crew and essential personnel. In no event shall bunkering or fueling take place during Overside Cargo Handling or other Handling of Cargo on the Pier.
6. **FLAGS AND LIGHTS**-All Vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.
7. **EMERGENCY SHUTDOWN**-An emergency shutdown procedure shall be established and tested prior to the transfer of fuel.
8. **COMMUNICATIONS**-All personnel involved in fueling or bunkering operations shall remain in close communications at all times.

H. SAFETY

1. **COMPLIANCE**-All personnel entering the Terminal, engaged in operations, shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities.
2. **PERSONAL SAFETY EQUIPMENT** –All personnel on the Terminal including those not employed by the Terminal or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots, flotation equipment and other equipment as appropriate.
3. **MEDICAL EMERGENCIES**-In case of a medical emergency or accident, call 911, stop all Terminal or Vessel operations that may pose a risk to the person suffering the emergency to insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.
4. **SAFETY INSPECTIONS**-The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with these regulations.

Operations may be halted, or personnel directed off the Terminal, at the discretion of the inspector for non-compliance.

5. **VEHICLE WARNING LIGHTS/ALARMS**-All vehicles engaged in operations on the Terminal shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

I. LIABILITY AND INSURANCE

1. **NEGLIGENCE OF TERMINAL**-No provision contained in this Schedule shall limit or relieve the Terminal from liability for its own negligence nor require any Person, Vessel, Licensee or lessee to indemnify or hold harmless the Terminal from liability for its own negligence.

2. **LIABILITY**-The Terminal, Terminal Operator and the Department, their officers, agents or employees shall not be held responsible for loss or damage by whomever causes loss or damage to Vessels, Persons, or Cargo or to any other property in or upon, or moving or being moved over, in, through, or under any Pier, Wharf, Terminal Facility or other structure or property owned, controlled, or operated by the Terminal, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the extinguishing thereof; dampness, rain, floods, freezing, frost or other action of the elements or acts of God; collapse of walls, piers or other structures; breakdown of plant, machinery, Terminal Storage, warehouse or equipment; damaged cargo containers or packaging; floats, logs or pilings required to breast vessels away from Wharves; sabotage, insurrection, revolution or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of Cargo.

3. **RESPONSIBILITY FOR SAFETY, SECURITY**- Vessels, their agents, representatives, owners, or Stevedores shall be solely responsible for the safety and security of Cargo and passengers loaded or unloaded, embarked or disembarked at the Terminal.

- a. Vessels their agents, representatives, owners, or Stevedores shall make proper provision, in consultation with the Terminal Manager, for safety and security.
- b. Pier Tenants leasing Terminal Storage space or other Terminal Facilities shall be solely responsible for the safety and security of stored goods and personnel providing services within their respective leased space.
- c. Licensees agree to cooperate with the Terminal and enforce all applicable rules and regulations of the Terminal as contained in this Schedule, the Terminal Rules and Regulations or supplemental agreements, with respect to its agents, employees, contractors, guests and invitees.

4. **INSURANCE** -The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Terminal Manager. The Terminal reserves the right to request insurance certificates for Tenants, Licensees or other users on the Terminal to confirm they have required levels to cover operations. The Terminal Operator shall determine the requirements for insurance and minimum levels required and shall make them available to any Person using the Terminal or Terminal Facilities upon request, by posting or such other method as the Terminal Manager may deem appropriate. The Terminal Manager can specify any additional insurance that may be required for particular operations on the Terminal or may require to be named co-insured on policies. Requirements for insurance, as applicable, include:

- a. Workers Compensation including Longshore and Harbor Workers endorsement,
- b. Commercial General Liability including Contractual Liability and Bodily Injury,
- c. Stevedore and Terminal Operators Liability,
- d. Property Damage Insurance,
- e. Commercial Automobile Liability,
- f. Excess Public Liability and Property Damage Liability
- g. Protection, Indemnity and Hull Insurance with Wreck Removal rider,
- h. Marine Pollution Insurance,
- i. Cargo insurance,
- j. Warehousing Legal Liability, and
- k. Other such insurance coverage as deemed appropriate by the Terminal Operator.

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

J. RULES AND REGULATIONS

1. **CAPABILITIES**-The Terminal reserves the right to refuse to handle Cargo that exceeds the maximum allowable weights on the Pier, warehouses or aprons or is in the determination of the Terminal Manager, is beyond the Terminal Facilities' capabilities to handle.

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

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

4. **MOVEMENT OF CARGO AND PASSENGERS**-Temporary storage, loading and unloading of Cargo at the Pier shall be accomplished within the Free Time specified in this Schedule unless written arrangements for additional time are made with the Terminal Manager. In addition:

- a. The Vessel is solely responsible for making any necessary arrangements for required inspections of Cargo by the U.S. Customs Service, and for bonded storage when required. The Terminal Manager shall be informed of arrangements made for customs inspection and/or bonded storage and of any requirements for Cargo, personnel and equipment movements at the Pier for such purpose.
- b. The Terminal, at the discretion of the Terminal Manager, may move or require to be removed, Cargo from the Pier or Terminal Facilities to safeguard life and property, at the risk and expense of the Vessel or owner of the Cargo.
- c. The Terminal, at the discretion of the Terminal Manager, may bar passengers from the Pier or Terminal Facilities to safeguard life and property, at the risk and expense of the vessel or owner.

5. **AVAILABILITY OF CARGO FOR DELIVERY**- The Vessel shall be responsible for making inward or outward bound Cargo on the Pier available for delivery to consignees or the Vessel. The Vessel and/or owner shall notify the Terminal Manager of such arrangements for delivery of Cargo to consignees, including the estimated number of trucks and the relative timing of Cargo pickup/delivery by truck.

6. **VEHICLE PARKING**-Representatives of the Vessel and all Persons having business with it shall not be allowed to park automobiles on the premises without express permission from the Terminal Manager. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the Terminal Operator shall not be held liable for any loss or damage resulting from such parking. The Terminal Manager shall designate those areas on the Terminal where parking is permitted and may issue, or cause to be issued, parking permits for vehicles.

7. **VEHICLE SAFETY**-All Persons operating a vehicle on the Terminal must wear seatbelts. Vehicle speed may not exceed 10 miles per hour on the Terminal. Vehicles may not be left idling when unattended.

8. **SMOKING**-There is NO Smoking allowed in the warehouse or any of the buildings on the Terminal. No smoking shall be allowed on the piers or aprons, except in approved areas or locations specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Terminal Manager, from further use of any Pier or adjacent area, and in addition, shall be subject to prosecution under the applicable federal, state and municipal laws.

9. **HOT WORK**-There is no burning or welding on the Terminal or on Vessels alongside of the Pier unless written permission of the Terminal Manager is granted and an approved Permit obtained from the municipal Fire Department.

10. **EQUIPMENT**-Cranes and other equipment to be used for Vessel loading, unloading or Cargo handling on the Pier, or for the movement of Cargo stored within Pier facilities, shall be operated only by authorized personnel holding the appropriate operator's license issued or approved by the Terminal Manager, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. The Terminal does not supply equipment for use on the Terminal. Vessels and Stevedores shall be responsible for making arrangements for the availability of such equipment as required for Cargo loading and unloading, and for notification of the Terminal Manager of such arrangements.

11. **REQUIRED STORAGE CLEARANCES**-The Terminal Manager shall have the discretion to establish such rules for necessary clearances along aprons, around fire, safety and first aid stations and equipment, around Cargo, operating equipment, vehicles, gates, doors and windows as may be appropriate. No Cargo shall be placed or stacked on any portion of the Terminal not approved by the Terminal Manager, nor will passengers be allowed pedestrian access to restricted areas of the Terminal.

12. **LIMITING WEIGHTS**- The Terminal Manager shall post allowable weight limits for all areas where Cargo is stored on the Pier. Cargo must be stored or stacked so as not to exceed floor limits as posted. In general, Cargo shall be stacked or piled on the Pier so as to produce a uniform loading or as otherwise directed by the Terminal Manager. No Cargo may be placed or stored in excess of posted limits. The Terminal Manager shall have the discretion to apply such further restrictions and may be appropriate from time to time.

13. **COMPLIANCE FOR STORAGE**-Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal or Terminal Facilities, and to comply with the regulations of the United States Coast Guard, Massachusetts Fire Marshall, Municipal Fire Department and other regulatory agencies.

14. **OPERATING AREA AS AUTHORIZED**-Vessels, their agents, representatives and/or owners, Tenants, Licensees and other Persons using the Terminal Facilities shall confine their operations to the area designated by the Terminal Manager, or by the terms of relevant leases or Licenses. Stevedores, workmen or others involved in work for a Vessel or Tenant may not enter or encroach upon areas designated by the Terminal Manager for use by other Vessels, Licensees Tenants or Persons using the Terminal Facilities.

15. **DAMAGE TO TERMINAL FACILITIES OR PROPERTY**-In the event any damage is done to Terminal Facilities or property, the Person or Persons responsible for said damage, or in any way involved, shall give a full report to the Terminal Manager giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, Vessels, vehicles or instrumentality's involved, as well as any other pertinent facts and information which may be available. The Person causing the damage will be held responsible for reimbursing the Terminal for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the Terminal, the U.S. Coast Guard, the New Bedford Fire Department or other emergency services to limit the scope of such damage.

16. UNLAWFUL ACTS-Unlawful acts committed by persons on the Terminal of any type shall be referred to local police for action.

17. CONDUCT-All Persons on the Terminal shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right to have persons removed or barred from the Terminal for non-compliance.

18. WEAPONS, AMMUNITION AND EXPLOSIVES-No weapons of any type are permitted on the Terminal except by those in law enforcement in the execution of their duties. Ammunition and explosives are prohibited on the Terminal without proper permits, handling procedures defined and permission of the Terminal Manager.

19. PERSONS INTOXICATED-No persons who appear to be visibility intoxicated shall be permitted on the Terminal. Persons found on the Terminal who are intoxicated shall be removed immediately.

20. DRUGS AND ILLEGAL SUBSTANCES-The use or possession of illegal drugs or other substances on the Terminal is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

21. LIFEBOAT SUSPENSION AND LANDING SKIFFS-The suspension of lifeboats for purposes of Vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on Vessels with the permission of the Terminal Manager.

22. RADIOACTIVE MATERIAL-The handling of radioactive material in any form is prohibited at the Terminal.

23. COMPRESSED GAS-Compressed gasses must be properly stored and secured on the Terminal in designated areas as established by the Terminal Manager.

24. CONFINEMENT OF PASSENGERS AND CREW-Passengers and crew required to be confined on Vessels at the direction of federal agencies shall be at the Vessel's expense. The Terminal does not provide Terminal Facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

25. PUBLIC TOURS OF VESSELS-Public tours of Vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

26. LAYBERTHING-Vessel owners or representatives when Layberthing Vessels in inactive status shall inspect Vessels regularly as specified by the Terminal Manager and such inspections and condition of the Vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a Vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All Vessels must be

maintained in a safe and secure condition. Vessels not in compliance will be directed to be removed from the Terminal or removed at the owner's expense.

Section IV. PAYMENT

1. **PAYMENT DUE**-All payments are due and payable upon presentation of invoice unless subject to a written credit or payment plan.
2. **DELINQUENCY**-If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.
3. **FINANCE CHARGE**-Invoices not paid within thirty (30) days are subject to a finance charge of 2% of outstanding balance per month.
4. **PAYMENT APPLICATION**-The Terminal Operator shall apply any payment received against the oldest outstanding invoices.
5. **RESPONSIBILITY FOR PAYMENT**-The Vessel, agent or representative who arranges the Berthing of a Vessel or the handling or storage of Cargo agrees to guarantee and pay all charges and fees which are assessed against the Vessel or Cargo in accordance with the terms and conditions specified in this Schedule. Agents or representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Schedule.
6. **PREPAYMENT OF CHARGES**-The Terminal Manager may, at his/her discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:
 - a. If written guarantee for payment of charges is not provided,
 - b. Where a party does not have approved credit,
 - c. If the parties representing a Vessel have habitually been on the delinquent payment list,
 - d. If the Vessel, operator or shipper is unknown to the Terminal Manager and in the sole discretion of the Terminal Manager, such payment is warranted.
 - e. The Vessel, agent or representative may work out alternative arrangements with the Terminal Manager prior to the arrival of a Vessel or handling of Cargo to the satisfaction of the Terminal Manager.
7. **COLLECTIONS**-Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

8. **WITHHOLDING OF CARGO**-The Terminal Operator reserves the right to withhold delivery of any Cargo until all accrued Terminal charges have been paid in full.
9. **RIGHTS AGAINST VESSEL FOR NON-PAYMENT**-The Terminal Operator reserves the right to detain a Vessel, establish a maritime lien upon the Vessel, its cargo and freights or arrest a vessel for all unpaid charges due to the Terminal.
10. **DENIAL OF USE**-The Terminal Manager reserves the right to deny anyone the use of the Terminal until all past due accounts and charges are paid.
11. **DISPOSITION OF CARGO**-The Terminal may refuse delivery or loading of Cargo or passengers until all past due accounts and charges have been paid.
12. **CURRENCY**- All amounts are in United States Dollars (USD).

Section V. RATES, CHARGES AND FEES

1. DOCKAGE

- a. Applicability-Dockage will be assessed against the Vessel, its owners, agents, or operators on the basis of the Length Overall (LOA) of the vessel for the period the Vessel remains at the Berth. The maximum length, published in Lloyd's Register of Shipping, or as listed on the vessel's Certificate of Registry (COR) shall be used in determining the LOA for the Vessel. Dockage will be assessed against the Vessel, its owners, agents or operators at the rates shown below, which apply to a twenty-four hour period or fraction thereof, including Saturdays, Sundays and legal holidays.
- b. Self-propelled vessels berthing at Terminal Facilities, regardless if discharging or loading cargo at the Pier will be charged per linear foot, \$5.00
- c. Non-self-propelled vessels berthing at Terminal Facilities, regardless if discharging or loading cargo at the Pier will be charged per linear foot, \$4.00
- d. Vessels not discharging or loading cargo or passengers at the Terminal, public vessels, fishing vessels or vessels in an inactive status (layberthing) will be charged a negotiated rate or shall pay per linear foot per day, \$3.00

2. WHARFAGE

- a. Applicability-The following charges will be assessed against all Cargo and other materials including fuels, slops, ballast, and discharged from or loaded to Vessels, lighters, barges, freight cars or trucks.

- b. General cargo, not otherwise specified (NOS), will be assessed \$1.50 per short ton of 2,000 lbs. or 40 cubic feet, which ever yields the greater revenue, not to include Cargo shipped in containers.
- c. Loaded containers will be assessed as follows:
- | | |
|---|---------|
| 1. Containers measuring over twenty feet in length, each | \$50.00 |
| 2. Containers over ten feet-up to twenty feet in length, each | \$30.00 |
| 3. Containers measuring up to ten feet in length, each | \$20.00 |
- d. Empty containers, regardless of size, each \$10.00
- e. Reefer Containers will be assessed as above plus monitoring and power fees.
- f. Commodity Rates- Vessels, owners or agents will be billed direct for all Wharfage.
- | | |
|---|---------|
| 1. Aggregates-gravel, stone, minerals-per short ton | \$1.00 |
| 2. Agricultural products-grains, corn, legumes, per short ton | \$3.50 |
| 3. Hazardous Cargo-per short ton | \$8.00 |
| 4. Heavy lift of any unit cargo over 30 ST – per short ton | \$2.00 |
| 5. Livestock-per head | \$10.00 |
| 6. Lumber-processed, per board foot | \$4.00 |
| 7. Lumber-raw lumber including logs and poles, per board foot | \$3.00 |
| 8. Newsprint-per ton | \$3.00 |
| 9. Palletized Cargo-per pallet | \$2.00 |
| 10. Perishable Cargo-palletized, per pallet | \$2.50 |
| 11. Personal effects-Minimum charge per unit or package | \$25.00 |
| 12. Personal-other cargo\$30.00 for cargo per unit or package | \$30.00 |
| 13. Petroleum-per barrel | \$ 0.80 |
| 14. Seafood-regardless of species, per short ton | \$4.75 |

15. Vehicles-less than 10 ST, each	\$25.00
16. Vehicles- greater than 10 ST and up to 20 ST, each	\$45.00
17. Vehicles- greater than 20 ST and up to 50 ST, each	\$65.00
18. Vehicles- greater than 50 ST, by negotiated rate with Pier Manager	

3. WHARF STORAGE

- a. **APPLICABILITY**- In computing storage charges, Saturdays, Sundays and legal holidays will be counted. Any fractional part of 100 pounds will be computed as one hundred pounds, and any fractional part of hours during one day shall be computed as one day.
- b. **AVAILABILITY**-Wharf Storage shall be assigned on a first come, first serve basis based upon available space as determined by the Terminal Manager.
- c. **REQUEST FOR SPACE**-Request for space must be made by application to the Terminal Manager for all Cargo, excluding lumber, which has been unloaded from or held for loading to a Vessel, barge, lighter, freight car or truck.
- d. **WAREHOUSE DRY STORAGE**- per square foot per month \$1.00
- e. **WAREHOUSE COLD STORAGE**-per square foot per month \$1.50
- f. **OPEN STORAGE**-per square foot per month \$0.50
- g. **MINIMUM CHARGE**-The minimum charge will be \$25.00 for each shipment.

4. FREE TIME

- a. **APPLICABILITY**-Free Time shall be provided at the discretion of the Terminal Manager based on the availability of space.
- b. **LOADING**-Cargo may be assembled on the Pier without charge for storage for ten (10) days, inclusive of Saturdays, Sundays and legal holidays, before arrival of the Vessel on which it is to be loaded.
- c. **DISCHARGING**-Cargo unloaded from a Vessel may remain on the Pier without charge for storage for five (5) days, inclusive of Saturdays, Sundays and legal holidays, from the first 7:00 A.M. after the Vessel has completed discharging its Cargo, with the following exceptions:

- d. EXEMPTIONS-Wood pulp, linerboard and newsprint unloaded from Vessels may remain ten (10) days without Wharf Storage charges.

5. WHARF DEMURRAGE

- a. GENERAL-All Cargo, excluding lumber, wood pulp, linerboard and newsprint, which is not removed from the Pier at the end of the Free Time and for which shipping orders have not been furnished by the shippers and accepted by carriers, or for which arrangements satisfactory to the Terminal have not been made prior to the expiration of the Free Time.
- b. RATE-Cargo Demurrage is subject to the following charges:
 - 1. First 5 days: \$0.15 per each hundred pounds.
 - 2. Days 6 thru 10: \$0.20 per each hundred pounds
 - 3. Beyond 10 days \$0.25 per each hundred pounds
 - 4. The minimum charge per shipment will be \$20.00.

6. WATER

- a. GENERAL-Potable water, when available, will be furnished to Vessels at the rates listed below. Equipment for connecting to shore valves and manifolds, hoses and labor to connect and disconnect shall be furnished by the Vessel.
- b. RATE- \$2.00 per each ton of 2,000 lbs., with a minimum charge of \$50.00.

7. ELECTRICITY

- a. GENERAL-Charges for electricity when available for Vessels, equipment or Cargo handling are as listed below. The Vessel or representative is responsible for making proper connections to electrical outlets, as well as furnishing proper power cords that meet the appropriate IEC or NEC Code for the intended use.
- b. PIER LIGHTING-Electricity will be furnished for extra lighting for each Docking shall be at the following rates:

Apron Lights, per day:	\$75.00
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- c. EQUIPMENT-The use of electricity provided by the Pier for the operation of shipboard cranes, derricks, hoists or other equipment, other than lights, shall be charged separately at a rate to be determined by the Terminal Manager based on equipment use.

Per kilowatt hour:	\$ 1.50
Minimum Charge:	\$50.00

- d. ELECTRICAL SHORE POWER-SMALL VESSELS-The furnishing of shore power to small vessels shall be for small craft such as public vessels, fishing vessels or similar vessel:

	Per kilowatt hour	\$1.00
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- e. ELECTRICAL SHORE POWER-LARGER VESSELS-For larger vessels, such as tug boats, ferries and small passenger vessels: per kilowatt hour

	\$5.00
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- f. REFRIGERATED WAREHOUSE- The cost or electricity at the refrigerated warehouse at the New Bedford State Pier shall be charged at the actual cost associated with its use.

8. PASSENGERS- The following charges apply to passengers aboard Vessels on either port of call Berthing or home port Berthing. Members of the crew are not subject to passenger fees.

- a. \$3.00 per passenger per voyage for port of call Vessels, with a minimum charge of \$300.00.
- b. \$2.00 per passenger disembarking or embarking on home port Vessels, between ship and shore, with a minimum charge of \$400.00. For home port Berthing, fees shall apply to every passenger landed and every new passenger embarked only.

9. RO/RO RAMPS

- a. GENERAL-Ramps are provided at both facilities for Cargo being loaded on or discharged from Vessels utilizing the Roll-On/Roll-Off (RO/RO) ramp facility, such as road trailers, containers with dollies, tractors automobiles, and/or other wheeled vehicles. The Vessel, its agent or representative are responsible to determine if either ramp is suitable for their purposes prior to a Vessel docking.

- b. RATES-Use of RO-RO ramp will be charged as follows:

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|--|----------|
| 1. Vehicles-\$1.50 per Ton, each—minimum rate: | \$20.00 |
| 2. Cargo- per ST: | \$1.70 |
| 3. Per Vessel-Minimum RO/RO fee per Vessel: | \$800.00 |

10. SECURITY-Security fees shall be applied on a straight time basis, during normal operating hours, or overtime basis, after normal operating hours and on weekends and holidays.

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|--------------------------------------|---------|
| Per hour, per person, straight time: | \$40.00 |
| Per hour, per person, overtime: | \$60.00 |

11. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. CHARGES-The the Terminal Operator may make special charges as they may deem necessary, concerning the use of Piers or open spaces in the vicinity of the Pier, buildings on the Pier or the use of the Pier by commercial, state or federal Vessels, or by

contractors working on federal or state contracts and for use of tracks, sheds, the Pier or other Terminal Facilities.

- b. **ADDITIONAL COSTS**-In the event that Governmental agencies or operational requirements impose increased costs for the Vessel or shipper, the Vessel, shipper or their representative agrees to pay those costs and any related surcharges.
- c. **CHARGES FOR SPECIALIZED SERVICES OR OPERATION**-The Terminal Operator is authorized to develop and charge rates and fees for specialized services and those services not specified in the Schedule as requested by the party requesting those services and by mutual consent.

SECTION VI. FISHING VESSELS

1. **DOCKING**-Docking at the State Pier is prohibited unless authorized by the Terminal Manager or his/her designee.
2. **TEMPORARY DOCKING**-Fishing vessels are allowed to temporarily Dock at the State Pier for a maximum of three (3) hours. If a Vessel wants to stay beyond the three-hour limit it must have approval from the Terminal Manager.
3. **MOORING FIXTURES**-No Vessels are allowed to tie up to the pilings or any wooden portions of the State Pier. All Vessels must tie up to the steel bollards or cleats only.
4. **PARKING**-There is NO parking on the Pier Apron (cement portion of the pier). A vehicle may drive on the Pier Apron only to load or discharge Vessels' gear with permission of the Terminal Manager.
5. **TRANSFER OF CARGO**-Transfer of Cargo, other than seafood, regardless of species, is prohibited unless prior arrangements have been made and in accordance with the Terminal Schedule.
6. **SEAFOOD CHARGES**-The Terminal Manager may issue separate charge rates and fees for offloading of seafood from fishing vessels Docking at the State Pier for less than 3 hours
7. **MANNING**-The captain and/or responsible crew are to remain with the Vessel at all time when the Vessel is alongside the dock.
8. **MOORING LIMIT**-All fishing vessels docked temporarily must vacate the Pier by 1700 (5:00 PM) unless approved by the Terminal Manager.
9. **OVERNIGHT MOORING**-Overnight Berthing is available only at the approval of the Terminal Manager, according to the rates as set forth in the Terminal Schedule.

10. NESTED MOORING- Nested mooring is prohibited without permission of the Terminal Manager.

11. FISHING GEAR-No fishing gear or related material may be left on Terminal property at any time unless pre-approved by the Terminal Manager, in designated areas.

END OF SCHEDULE